

STATE OF DELAWARE



DELAWARE HEALTH  
AND SOCIAL SERVICES  
DIVISION OF  
MANAGEMENT SERVICES  
1901 N. DuPont Highway  
New Castle, DE 19720

**REQUEST FOR PROPOSAL NO. HSS-10-091**

**FOR**

**NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES**

**FOR**

DIVISION OF MEDICAID AND MEDICAL ASSISTANCE  
1901 N. DUPONT HIGHWAY  
P. O. BOX 906  
NEW CASTLE, DELAWARE 19720

Deposit                                      Waived

Performance Bond                      Waived

**Date Due: November 8, 2010**  
**11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on October 5, 2010 @10:00 AM at Division of Management Services, 1901 N. DuPont Highway, Main Bldg. Room #198, Sullivan Street, New Castle, DE 19720

DELAWARE HEALTH AND SOCIAL SERVICES  
DIVISION OF MANAGEMENT SERVICES  
PROCUREMENT BRANCH  
HERMAN M. HOLLOWAY SR.CAMPUS  
1901 N. DUPONT HIGHWAY  
SULLIVAN STREET  
NEW CASTLE, DELAWARE 19720

## REQUEST FOR PROPOSALS (HSS-10-091)

Delaware Health and Social Services (DHSS) is requesting proposals to provide arrangements for Non-Emergency Medical Transportation Service.

Two original and eight (8) copies of the proposal, in accordance with the attached request for proposals, must be received on or before November 8, 2010 @ 11:00 AM

**ALL PROPOSALS**  
**MUST BE SENT TO THE ATTENTION OF:**

Bruce Krug, Procurement Administrator  
Division of Management Services  
Department of Health and Social Services  
1901 North DuPont Highway  
Sullivan Street  
Main Building, Second Floor, Room 257  
New Castle, DE 19720

**RFP Issue Date:** September 16, 2010  
**Mandatory Pre-bid Meeting:** October 5, 2010 @10:00 AM  
Division of Management Services  
1901 N. DuPont Highway  
Main Bldg. Room # 198  
Sullivan Street  
New Castle, DE 19720

**Attendance must be prompt**  
**All inquiries regarding this matter should be directed to:**  
**Joyce Pinkett, Program Manager**  
1901 N. DuPont Highway  
New Castle, DE 19720  
Telephone: (302) 255-9616  
Fax: (302) 255-4425  
E-mail: Joyce.Pinkett@state.de.us

All RFP's can be obtained online at <http://www.state.de.us/dhss/rfp/dhssrfp.htm>. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

**NOTE TO VENDORS:** Your proposal must be signed and all information on the signature page completed.

**IMPORTANT: ALL PROPOSALS MUST HAVE OUR SEVEN-DIGIT HSS-10-091 ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

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**SECTION 1**  
**INTRODUCTION**

**1.00 PROCUREMENT PROCESS**

The Procurement process is summarized in the following paragraphs and described in detail in section 5.

**1.01 Issuing Officer**

This RFP is issued by the STATE OF DELAWARE DEPARTMENT OF HEALTH AND SOCIAL SERVICES DIVISION OF MANAGEMENT SERVICES. All questions and requests for clarification should be submitted in writing to:

BRUCE KRUG  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL  
SERVICES CAMPUS  
SULLIVAN STREET  
NEW CASTLE, DELAWARE 19720  
PHONE (302) 255-9290

**1.02 Project Officer**

The individual designated by DMMA as the contact person for all policy and programmatic issues after the selection of a successful Offeror is:

JOYCE PINKETT  
DIVISION OF MEDICAID AND MEDICAL ASSISTANCE  
LEWIS BUILDING  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR.  
102 TARUMIANZ DRIVE  
HEALTH AND SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE (302) 255-9616

### **1.03 Contract Officer**

The individual designated by DMMA as the contact person for all contract considerations after the selection of a successful Offeror is:

BRUCE JENKINS  
DIVISION OF MEDICAID AND MEDICAL ASSISTANCE  
LEWIS BUILDING  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR.  
HEALTH AND SOCIAL SERVICES CAMPUS  
102 TARUMIANZ DRIVE  
NEW CASTLE, DELAWARE 19720  
PHONE (302) 255-9537

### **1.04 Procurement Timetable**

The timetable in Appendix K is anticipated for the procurement process.

### **1.05 Request for Proposal**

Offerors should bring a copy of the RFP with them to the Mandatory Pre-Bid Meeting. It is expected that the Offeror has read the RFP before the meeting.

### **1.06 BACKGROUND AND GENERAL DESCRIPTION OF PROGRAM**

#### **MEDICAID**

Delaware Health and Social services (DHSS) is designated as the single agency in Delaware responsible for the overall administration of Medicaid (Title XIX) and other medical assistance programs. This administrative responsibility is discharged at the operational level through the Delaware Medical Assistance Program (DMAP) of the Division of Medicaid and Medical Assistance (DMMA).

The Social Security Act was amended in 1965 to include Medicare and Medicaid. The Medicaid program was created by Title XIX of the Social Security Act "for the purpose of enabling each State....to furnish medical assistance on behalf of families with dependent children and of aged, blind or disabled individuals whose income and resources are insufficient to meet the cost of necessary medical services...."

The Medicaid (Title XIX) Program was implemented in Delaware in July 1967. Since that time, the program has grown and changed, including the advent in January 1, 1996 of an 1115 Demonstration Waiver; know as the Diamond State Health Plan (DSHP). Through the DSHP most Medicaid clients and a new group of adults with incomes at or below the poverty level receive their health care through enrollment with managed care

organizations. Effective July 1, 2002, the DSHP will include one Managed Care Organization (MCO) and a State operated Primary Care Case Management (PCCM).

At its inception, the Medicaid program defined eligible groups and services that were mandated for coverage in order to receive federal funding. In addition, individual states could elect to cover a limited number of optional groups and services for which they would receive a federal match on state dollars. With the passage of years, the federal government has expanded the pool of mandatory and optional groups and services for Medicaid coverage.

The DMAP is funded by both State and Federal dollars. To receive funding the DMAP must comply with rules that are issued by the Federal government as Title 42 of the Codes of Federal Regulations (42 CFR), Chapter IV, Subchapter C.

#### **1.07 CHRONIC RENAL DISEASE PROGRAM**

The Delaware Legislature established the Chronic Renal Disease Program (CDRP) effective 1970 by enacting Title 29, Chapter 79, Subchapter 11, Sections 7932-7935. The purpose of this program is to provide assistance to state residents diagnosed with End Stage Renal Disease (ESRD). The CRDP is not federally funded. CRDP is 100% State funded. Since there are limited funds available, the CRDP should only be utilized as a program of last resort. All third party resources (Medicare, Medicaid, Veteran's Benefits, and Private Insurance) must be used before CDRP funds are utilized.

#### **1.08 Purpose**

This Request for Proposal (RFP) for the State of Delaware, Delaware Department of Health & Social Services, Division of Medicaid and Medical Assistance (DMMA) is issued to obtain a qualified Contractor for Non-Emergency Transportation Services (NET) for eligible Delaware Medical Assistance Program (DMAP) clients within the State of Delaware. In this RFP, DMAP and Medicaid are used interchangeably and the terms Contractor and Broker are used interchangeably. Each Broker will be responsible for:

- a. recruiting/contracting with transportation providers;
- b. payment administration;
- c. gatekeeping/verification of need;
- d. reservation/trip assignment;
- e. quality assurance; and
- f. administration oversight and reporting.

Proposals for anything less than statewide services will be rejected.

One Offeror will be selected for providing services statewide.

The successful Broker must be able to meet the requirements as described at 42 CFR Part 440.170 and as amended.

The successful Broker must apply for a National Provider Identification (NPI) number and must complete registration with Delaware's Medicaid Management Information System (MMIS).

The Broker shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DMMA.

### **1.09 Administrative Overview**

DMMA reserves the right to accept or reject any or all proposals or any specific aspects of a proposal received in response to the concept planning document.

DMMA may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as DMMA may request for this purpose.

The contents of the Request for Proposal will be incorporated into the final contract(s) and will become binding upon the successful bidder(s). If the bidder is unwilling to comply with any of the requirements, terms and conditions of the Request for Proposal, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract. All prices, terms and conditions contained in the proposal shall remain fixed and valid for 180 days after the proposal due date.

Amendments to proposals will not be accepted after the submission deadline for proposals has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all CONTRACTORS submitting proposals. Subsequent to the opening of the sealed proposals, discussions may be conducted by The Division of Medicaid & Medical Assistance (DMMA), on behalf of the State of Delaware, Department of Health and Social Services, hereinafter referred to as DMMA, with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements.

All costs of proposal preparation will be borne by the bidding CONTRACTOR.

The Proposals shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal. Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State, in view of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the

evaluation. DMMA reserves the right to reject any and all proposals submitted in response to this RFP.

### 1.10 Definitions

Throughout this RFP, the following definitions are applicable:

Ambulance, as defined by *Code of Delaware* Title 16, means any vehicle, vessel or craft that holds a valid permit issued by the Delaware Department of Health, Office of Emergency Medical Services (OEMS) and that is specially constructed, equipped, maintained and operated, and intended to be used for emergency medical care and the transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless. The word "ambulance" may not appear on any vehicle, vessel or aircraft that does not hold a valid EMS vehicle permit. This RFP applies only to non-emergency ambulance transportation.

Assistant: An assistant is the person who rides with the driver of a stretcher van, assists with loading and unloading the stretcher, and sits beside the passenger during transport.

Attendant is a person who is designated by a recipient to assist with one or more daily life functions, including the provision of assistance to the eligible recipient in using transportation services. A fare is not charged for the attendant to ride with the recipient.

Available transportation is transportation to medical services that can be provided safely by a spouse, by the parent or guardian of a minor child, or by the recipient. The driver must have a valid operator's license and there must be an available vehicle. The vehicle must be in operable condition and available for use at the time of the appointment.

Bariatric transport: Bariatric transport is provided to individuals who have a body mass index of greater than 40 or weigh at least 100 lbs. over ideal weight. The Contractor must have a qualified ambulance operator who has the equipment and the training to transport patients up to 800 pounds or more. Bariatric transportation must comply with the most current guidelines, rules or regulations.

Broker means any person not included in the term "motor carrier" and not a bona fide employee or agent of any such carrier, who, as principal or agent, sells or offers for sale any transportation subject to this chapter, or negotiates for, or holds himself out by solicitation, advertisement, or otherwise as one who sells, provides, furnishes, contracts, or arranges for such transportation.

Client: An individual who is eligible to receive assistance under the DMAP.

Complaint means a verbal or written expression of dissatisfaction by a recipient, a recipient's family member or other responsible party, a facility or a provider.

CRDP Chronic Renal Disease Program

Curb-to-Curb Service is provided to passengers who need little if any assistance between the vehicle and the door of the pick-up point or destination. The assistance provided by the driver includes opening and closing the vehicle doors, helping the passenger enter or exit the vehicle, folding and storing the recipient's wheelchair or other mobility device as necessary, or securing the wheelchair or other wheeled mobility device in the vehicle. It does not include the lifting of any

recipient. Drivers are to remain at or near their vehicles and are not to enter any buildings.

DMAP Delaware Medical Assistance Program

DMMA Delaware Medicaid and Medical Assistance

Door-to-Door Service is provided to passengers who need assistance to safely move between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver exits the vehicle and assists the passenger from the door of the pick-up point (e.g., residence), escorts the passenger to the door of the vehicle and assists the passenger in entering the vehicle. The driver is responsible for assisting the recipient throughout the trip. Drivers, except for ambulance personnel, are not allowed to enter a residence. In order to receive door-to-door service, the recipient must submit a medical certification statement from their physician. The certification must document that the recipient has a physical, sensory, mental, developmental or cognitive disability that requires door-to-door assistance to be provided for the safe transport of the recipient.

Physical disability to a degree that personal assistance is necessary

Exceptional Out-of-State Transportation is non-emergency transportation to a site outside of Delaware's borders so that a recipient can receive health care treatment that is not normally provided through in-state health care providers. Examples include sending individuals with rare diseases to a nationally known treatment center, or using new treatment procedures that only a few specialists in the United States are able to provide. All exceptional out-of-state transportation services are arranged and pre-approved through DMMA. These services are not in the scope of the Contractor's responsibility. DMMA assumes responsibility for the cost of these trips.

Freedom of choice: With certain exceptions, a State's Medicaid plan must allow recipients to have freedom of choice among health care providers participating in Medicaid. The broker should accommodate requests for a specific provider when able, especially in the transportation of recipients with disabilities.

Transportation outside the area customarily used for health care services by the recipient's immediate community is to be provided only when sufficient medical resources are not available in the area or when a health care provider has referred the recipient to health care services outside of the immediate community.

Gatekeeping: Verify client eligibility, assess member need for NET services, determine the most appropriate transportation method to meet the clients need, educate clients in use of transportation service.

Grievance (Recipient): A verbal or written expression of dissatisfaction from the recipient. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, condition of mode of transportation, aspects of interpersonal relationships such as rudeness of a provider or employee.

Grievance (Provider): A written request for further review of a provider's complaint that remains unresolved after completion of the complaint process.

Late is defined as more than 15 minutes after the scheduled pick-up time.

Medicaid recipients are persons currently enrolled with DMAP who are receiving services under the Delaware State Plan for Medical Assistance Services.

Medicaid services are services under the Delaware State Plan for Medical Assistance Services, as amended, as provided for in Title XIX of the Social Security Act and services under waivers approved for Delaware by the Centers for Medicare and Medicaid Services (CMS) under Title XIX of the Social Security Act.

On time is defined as the time from fifteen (15) minutes before the scheduled pick-up time until fifteen (15) minutes after this scheduled pick-up time. If the vehicle arrives within this span of time, the vehicle is on time for the pick-up.

Out-of-State Transportation is allowed to the extent that it is the general practice for recipients in a particular locality to use services in a bordering state.

Examples are travel from New Castle County, Delaware to Philadelphia, Pennsylvania or travel from Kent County, Delaware to Baltimore, Maryland or other similar near-by locations in bordering states.

Public Transportation, Fixed-Route, is provided by a public transit vehicle that follows an advertised route on an advertised schedule and does not deviate from the route or the schedule. Passengers are picked up at designated stops.

Recipient: A Person determined by the DMMA to be eligible for DMAP

Recipients with disabilities are identified as Medicaid recipients with a physical, sensory, mental, developmental, or cognitive disability. Recipients with disabilities may require door-to-door assistance.

Standing orders are recurring or repetitive trips with the same pick-up point, pick-up time, destination and return. Trips to dialysis, day support and supported employment are examples of services that often are treated as standing orders.

Transportation services are defined in this RFP as necessary non-emergency transportation services provided to DMAP recipients to ensure reasonable access to and from medical services. Necessary transportation is defined as the mode of transportation available that is most appropriate to the needs of the recipient. Currently, covered non-emergency transportation services include ambulance, wheelchair van, fixed-route public transportation, gas reimbursement and taxicab.

Urgent trip is defined as one needed because of an unscheduled episodic situation in which there is no immediate threat to life or limb but the recipient must be seen on the day of the request and treatment cannot be delayed until the next day. A hospital discharge also shall be considered an urgent trip. The Contractor may verify with the direct provider of service that the need for urgent care exists.

## **1.11 COVERED SERVICES**

Making health care available and accessible to individuals whose income and resources are insufficient to meet the cost of necessary medical services is the focus of the DMAP. The DMAP offers access to an array of services designed to provide health care comparable to that available to the general population. In addition, an MCO may include other services as incentives in their plan. The additional services are considered Medicaid Covered Services for the purpose of this RFP. With applicable service limitations, the following services are covered through the DMAP:

- a. Inpatient hospital
- b. Outpatient hospital
- c. Clinic
- d. Federal health centers including community, rural and migrant health centers
- e. Independent laboratory and x-ray
- f. Home health agencies
- g. Long term care facilities (skilled care, intermediate care and ICF-MR)
- h. Periodic preventive health screens and other necessary diagnostic and treatment services for children under 21 years of age (Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program
- i. Family planning
- j. Physician
- k. Nurse/midwife
- l. Certified nurse practitioner
- m. Pharmaceutical
- n. Podiatry
- o. Non-emergency transportation
- p. Ambulance transportation – The MCO is responsible for providing emergency ground ambulance service for enrolled clients
- q. Private duty nursing
- r. Hospice
- s. Prescribed Pediatric Extended Care
- t. Dialysis
- u. Ambulatory Surgical Centers
- v. Rehabilitation agencies
- w. Durable medical equipment and supplies
- x. Community support services for substance abuse and mental health
- y. Birthing Centers
- z. Federally Qualified Health Centers
- aa. Extended services for pregnant women to assure they receive the necessary medical and social support that will positively impact on the outcome of their pregnancy
- bb. Home and Community-Based Services (HCBS) Waivers for aged and disabled, mentally retarded and HIV/AIDS individuals focused on providing alternatives to institutionalization
- cc. Dentist\*
- dd. Optician\*
- ee. Optometrist\*
- ff. Other services as defined by the Delaware Medicaid State Plan as medically necessary

\*Services limited to individuals under age 21

#### **1.12 NON-COVERED SERVICES**

Some services are NEVER covered by the DMAP except if covered by Medicare or are in a managed care organization's benefit package or covered under EPSDT. These services include, but are not limited to:

- a. Services which are not medically necessary
- b. Vaccines required for travel outside the United States
- c. Cosmetic surgical procedures and treatment
- d. Procedures (other than those transplants covered by transplant criteria) designated as experimental by the Medicare program
- e. Services denied by Medicare as not medically necessary
- f. Dental services for individuals 21 years and over
- g. Routine eye care and/or corrective lenses (except aphakic or bandage lenses necessary after cataract surgery) for individuals 21 years and over
- h. Hearing aids for individuals 21 years and over
- i. Social services
- j. Podiatric services. Routine foot care is only covered for clients who are diagnosed as having diabetes or circulatory/vascular disorders

### **1.13 DETERMINATION AND VERIFICATION OF ELIGIBILITY**

The Division of Medicaid and Medical Assistance establishes eligibility criteria for clients of medical assistance coverage based on federal regulations. The Division of Medicaid and Medical Assistance and the Division of Social Services in the Department of Health and Social Services determine eligibility for DMAP. See Appendix F for a description of the eligibility groups. The Broker must protect the confidentiality of the DMMA client.

### **1.14 ELIGIBILITY VERIFICATION SYSTEM (EVS)**

Currently, providers have the option to access DMAP\_client eligibility information through:

- a. Web based provider interface;
- b. Point-of-Sale (POS) device;
- c. Provider Electronic Solution (PES is free software distributed to providers for billing and eligibility verification); and
- d. Voice Response System (VRS is available 24 hours each day for providers with touch tone phones)

Each option listed above provides eligibility verification for DMAP clients. All options, except POS, offer additional information such as restrictions, Managed Care Organization (MCO) participation, and third party insurance coverage information. PES software also offers the ability to verify eligibility for multiple clients in one transmission.

In addition to the EVS options listed above, Delaware's Medicaid Management Information System (MMIS) also accepts the Health Insurance Portability and Accountability Act (HIPAA) compliant 270 Eligibility Inquiry transaction and provides the resulting 271 Eligibility Response transaction.

DHSS expects the selected transportation Broker to make use of the EVS options and HIPAA transactions listed above to verify client eligibility where the client does not appear on the monthly eligibility file described in Section 2.32 of this RFP.

#### **1.15 MONTHLY ELIGIBILITY FILE TRANSMISSION**

Each month the Delaware MMIS will transmit an eligibility file for all DMAP clients who are eligible for transportation services through the transportation broker. The selected transportation broker is required to use and maintain the eligibility file to verify client eligibility for services. In the event that a client requests services but is not on the monthly eligibility file transmission, the contractor must use one of the options listed in Section 2.310 of this document to verify that client's eligibility for services.

#### **1.16 WRITTEN VERIFICATION INQUIRIES**

Each of the verification options discussed in Section 2.31 provide a verification confirmation number that is tracked in the State's MMIS and confirms what information was presented for each inquiry. The verification confirmation number must be recorded by the inquiring vendor. Where eligibility is in question, the verification confirmation number should be included with any written or telephone inquiries made to the State's fiscal agent, HP Enterprise Services.

#### **1.17 DELAWARE MEDICAL ASSISTANCE PROGRAM CARDS**

The Medical Assistance card is made of plastic and is a permanent card (see example in Appendix S). Cards are mailed to the "head of household" or "payee" and are issued to each individual family member. New cards will only be issued if the original card is lost or stolen. The front of the card identifies the client's name, Medicaid ID#, date of birth and card issue number. A magnetic strip on the back of the card is coded with the client's ID number. Also found on the back of the card are telephone numbers to Provider Relations and Customer Relations. These numbers may be used by providers to verify client eligibility/client information or by card holders to answer questions regarding the card and/or their medical coverage. The Medical Assistance card does not guarantee eligibility. The Broker should use the card to inquire using one of the eligibility verification options found in Section 2.31.

### **1.18 ON-TIME PERFORMANCE**

The Contractor shall have procedures in place to ensure that vehicle availability is adequate to fulfill standards of promptness. No more than one-half of one percent (0.5%) of the trips should be late or missed in each region per day.

The Offeror shall provide complete information on the Offeror's transportation capacity (number and types of vehicles in each city or county) as of the date of submission of this RFP, and planned capacity as of the anticipated start date of the contract with DMMA. The description shall also include contingency plans for unexpected peak transportation demands and back-up plans when notified that a vehicle is excessively late or is otherwise unavailable for service.

### **1.19 INSUFFICIENT RESOURCES FOR ACCESS**

The Contractor must demonstrate that the transportation provider network provides adequate access in each county in the state, based on the number of recipients and the number of trips provided. If the Contractor or DMMA identifies insufficient transportation resources in a region, the Contractor shall develop and implement a provider recruitment plan to develop sufficient resources to meet the transportation needs of Medicaid recipients in the geographical areas covered within 10 days.

### **1.20 PROVIDER LIST**

The Contractor must provide a current list of its provider network to DMMA quarterly with additions and terminations of providers listed with the reason for each termination.

### **1.21 PENALTIES**

If the Contractor fails to comply with any of the aforementioned requirements set forth in this section, DMMA may apply financial penalties against the monthly payment from DMMA up to \$1,000.00 per incident.

### **1.22 CURRENT NET PROGRAM**

The current NET program is a result of a Request for Proposal (RFP) dated October 2002 and was developed as part of a cost containment measure and to increase efficiency. NET services are defined in the RFP as necessary non-emergency transportation services provided to DMAP clients to ensure reasonable access to and from medical services. Necessary transportation is defined as the least expensive mode of transportation available that is appropriate to the medical and or functional needs of the client. DMMA seeks to contract with one broker to be responsible for the administration and provision of NET transportation in each of the three counties in Delaware to include wheelchair van, non-emergency ambulance, public transportation and car/station wagon, mini van services and mileage reimbursement. Non-emergency ambulance transportation is restricted to those clients who require transport by

stretcher. This administrative approach will allow for the extensive coordination of trips and appropriate use of DMAP expenditures. The Broker will coordinate trips, reimburse NET service providers and employ accountability measures to ensure effective utilization of expenditures.

### **1.23 DMMA OVERSIGHT**

DMMA will oversee the transportation program, including overall program management, determination of policy and monitoring of service. DMMA will work in partnership with the Contractor and providers in developing a quality program. Following are the primary responsibilities of DMMA.

- a) Policy interpretation – DMMA will make the final decision regarding all policy issues
- b) On-going project **oversight and** management to include announced and unannounced visits to ensure regulatory compliance
- c) Provide Contractors with all up to date recipient eligibility information
- d) Field observations of operations and the call center
- e) Monitoring staffing levels, including drivers and their training, which may include announced and unannounced visits to observe driver training programs
- f) Review inspection of vehicle and maintenance reports. Inspect driver records to ensure that proper training has been provided.
- g) Review and approve any Contractor written policy or procedural communications to recipients, providers and others prior to release.

### **1.24 PROHIBITIONS**

1. The Broker is subject to the requirements related to prohibitions on referrals and conflicts of interest as described at 42 CFR 440.170 (a)(4)(ii).
2. The Broker (including employees) is prohibited from directly providing transportation services.
3. The Broker is prohibited from making a referral or subcontracting to a transportation service provider if:
  - a. The Broker has a financial relationship with the transportation provider as defined at 42 CFR 411.354(a) with transportation broker substituted for physician and non-emergency transportation substituted for DHS.
  - b. The Broker has an immediate family member, as defined at 42 CFR 411.351 that has a direct or indirect financial relationship with the transportation provider, with the term transportation broker substituted for physician.
4. The Broker shall be liable for the full cost of services resulting from a prohibited referral or subcontract.
5. The Broker is prohibited from withholding necessary transportation from a Client for the purposes of financial gain, or any other purpose.

6. The Broker is prohibited from authorizing transportation that is not the most appropriate and cost effective means of transportation for a Client for the purposes of financial gain, or for any other purposes.

7. The Broker is prohibited from paying more for fixed route public transportation than the rate charged to the general public.

8. Brokers that are governmental entities are prohibited from paying more for public paratransit services than the rate charged to other state human service agencies for comparable services.

## **SECTION II**

### **SCOPE OF SERVICES**

#### **2.00 GENERAL INFORMATION**

The purpose of this Section is to describe the scope of services the successful Offeror will perform.

The successful Contractor authorizes schedules, manages and makes payment for all DMAP non-emergency transportation services including taxicabs, vans, mini-buses, wheelchair vans, ambulances and fixed-route public transportation. The actual transportation services under this RFP will be provided through subcontracts between the Contractor and transportation providers. The successful Contractor will be responsible for payment of transportation services furnished through subcontracts with transportation providers. The Contractor shall establish an adequate network of transportation providers to deliver non-emergency transportation services to DMAP recipients. The Contractor may negotiate rates through competitive bidding or utilize other strategies to ensure that the most appropriate and cost-efficient transportation services are provided. The Contractor's contracted payments to transportation providers shall be sufficient to support efficiency, economy and quality of care, to enlist enough providers and ensure recipients' access to covered medical services.

#### **2.01 GENERAL REQUIREMENTS**

NET services are defined as medically necessary transportation for any DMAP client and escort, if required, who have no other means of transportation available to a medical service for the purpose of receiving treatment and/or medical evaluation. DMAP funds may not be used to pay for NET services that are otherwise available without charge to both Medicaid and non-Medicaid clients. In addition, Medicaid is generally the payer of last resort. The Broker is encouraged to utilize federally-funded and public transportation whenever possible if it is cost-effective, and to negotiate service agreements with such entities when appropriate.

#### **2.02 OVERVIEW OF BROKER RESPONSIBILITIES**

**Administration and Delivery of Service:** The activities required for the administration and delivery of transportation include:

- a. Negotiating, signing and executing service agreements with qualified transportation providers;
- b. Gatekeeping, scheduling and dispatching the most appropriate trip which meets the need of the client;
- c. Monitoring quality of service delivery; and
- d. Reimbursing transportation providers.

### **2.03 CONFIDENTIALITY**

By state and federal law, the Medicaid Transportation Brokerage is required to maintain client confidentiality except with regard to such information as is necessary to authorize and order medical transportation. All Brokerage staff are required to sign a Confidentiality Statement.

Personal information about clients or medical diagnoses is not to be relayed to the transportation providers. Information that is important to meeting the client's needs can be relayed to providers such as:

- a. Physical limitations,
- b. Need for assistance,
- c. Special equipment used by client,
- d. Emotional problems affecting client during transport, and
- e. Need for assistance entering or exiting a vehicle or getting to or from the vehicle and home or medical office

### **2.04 RECRUIT AND MAINTAIN AND ADEQUATE TRANSPORTATION NETWORK**

The Contractor shall have sufficient capacity available to meet all of the non-emergency transportation needs of the DMAP recipients. The Contractor shall use both subcontract agreements with transportation providers and other arrangements such as public transit, volunteers or gas reimbursement. Access to transportation services shall be at least comparable to transportation resources available to the general public. Capacity shall include ambulances, wheelchair vans, public transportation, and taxicabs. The Broker shall secure a minimum of three (3) ambulatory and three (3) non-ambulatory transportation providers in each county, not including Dart First State the statewide transit authority, to sufficiently provide resources (numbers and types of vehicles, drivers and attendants) under service agreements so that the failure of any provider to perform service shall not impede the ability of the Broker to provide NET service in accordance with the requirements of the RFP.

The Contractor shall ensure the provision of service delivery to meet the needs of recipients for routinely scheduled trips, standing orders and urgent trips. The Contractor shall provide services through subcontracts with public, not-for-profit, and for-profit organizations, and other qualified transportation providers.

NET service shall be available twenty-four hours a day (24) seven days a week (7) including weekends and holidays. The Contractor shall ensure that recipients can access transportation services without language barriers.

### **2.05 PROVIDERS TERMINATED FOR FRAUD OR ABUSE**

The Contractor is prohibited from contracting with providers who have been terminated from the Medicaid program by DMMA for fraud or abuse. In accordance with section 1128(a)(1) and 1932(d)1 of the Social Security Act and 42 CFR 438.610, and other

applicable statutes and regulations, the Contractor shall not participate with any individual or entity that has been excluded from participation in Federal health care programs. Federal health care programs include Medicare, Medicaid, and all other plans and programs that provide health benefits funded directly or indirectly by the United States. A searchable database of persons excluded from participation can be found at [www.exclusions.oig.hhs.gov](http://www.exclusions.oig.hhs.gov) .

## **2.06 GATEKEEPING**

Gatekeeping policies are provided in Appendix E. The activities required for gatekeeping include:

- a. verifying the client's current eligibility for Medicaid;
- b. assessing the client's needs for NET services including assurance that NET is not covered by other programs or funding;
- c. selecting the most appropriate transportation to meet the clients need, including any special transport requirements;
- d. educating clients in the use of NET services.

## **2.07 PROVIDER REIMBURSEMENT**

The Contractor may use a variety of reimbursement methods such as a rate per mile, per zone, per hour, per trip or per month. The negotiated rate must be fully disclosed in the Agreement between the transportation provider and the Broker. The Contractor's contracted payments to transportation providers shall be sufficient to support efficiency, economy and quality of care, to enlist enough providers and to ensure recipients' access to covered medical services. All provider reimbursement methods must be approved by DMMA thirty (30) days prior to implementation of the contract.

If provider reimbursement is based on a rate per mile, the Contractor shall utilize a commercial software program approved by DMMA for trip planning. The software must demonstrate the ability to make an accurate determination of the street or road mileage from the recipient's residence to the service site and the return trip. In its Transportation Providers Manual, the Contractor must have a written explanation of how mileage is calculated and how disagreements over mileage will be resolved.

## **2.08 PROVIDER GRIEVANCE PROCESS**

In its Transportation Providers Manual, the Contractor shall have a provider grievance process for resolving issues such as mileage determinations, billing issues, and other disputes between the Contractor and its transportation providers. The provider shall submit issues in writing and the Contractor must acknowledge receipt within 5 business days. Both parties shall copy DMMA on all correspondence. The Contractor shall resolve disputes within sixty days if possible and make a bi-weekly progress report to DMMA.

## **2.09 RESERVATIONS AND TRIP ASSIGNMENTS**

Receive client requests for transportation and assign the trip to the most appropriate transportation provider. The Broker must assure that dispatching activities are performed, but may, at its option and under its responsibility, delegate dispatch activities to the transportation provider.

## **2.10 QUALITY ASSURANCE**

Provide assurance that transportation providers meet health and safety standards for vehicle maintenance, operation, and inspection; driver qualifications and training; client problem/complaint resolution; and the delivery of courteous, safe, and timely transportation services.

The Broker is responsible for all transportation provided by contracted transportation providers. The Broker shall develop and implement a Performance Monitoring Plan. The Broker shall assure that all provided services comply with all applicable State and Federal laws and regulations. The Broker shall monitor their transportation providers to ensure compliance with the terms of their subcontracts and all transportation provider-related requirements of this RFP including driver requirements, vehicle requirements, complaint resolution and delivery of courteous, safe, timely and efficient transportation services. Monitoring activities shall include but not be limited to:

- a. On-Street observations;
- b. Random audit of existing rides performed (minimum 10% of trips)
- c. Accident/incident reporting;
- d. Statistical reporting of trip characteristics
- e. Analysis of complaints, including the tracking and investigating of complaints and disposition of the cases;
- f. Driver and attendant licensure, driving record, background checks, experience and appropriate driver training;
- g. Client safety;
- h. Completion of driver logs and inspection of manifests;
- i. Vehicle inspections, insurance coverage, maintenance, etc.;
- j. Monitoring of on-time performance

## **2.11 ADMINISTRATIVE OVERSIGHT/REPORTING**

Responsibility for the management of overall day-to-day operations necessary for the delivery of NET services and the maintenance of appropriate records and systems of accountability to report to DMMA and respond to the terms of the contract.

In all cases, the Broker must use the most appropriate service available which meets the client's health needs. The Broker is encouraged to make use of public transit resources for ambulatory clients. Regardless of the method or combination of methods used to provide NET service, the Broker is responsible for management, supervision and monitoring of all transportation provided with funds received through this RFP.

## **2.12 SERVICE AGREEMENTS WITH TRANSPORTATION PROVIDERS**

Transportation providers must be currently certified by the State of Delaware, Department of Transportation, or be certified by the State of Delaware, Fire Prevention Commission in the case of non-emergency ambulance services and must maintain an active valid registration through the term of the service agreement with the Broker. The Broker is prohibited from establishing or maintaining service agreements with transportation providers which have been determined to have committed fraud of a State or federal agency or been terminated from the DMAP. The Broker must terminate a service agreement with a transportation provider when substandard performance is identified or when the transportation provider has failed to take satisfactory corrective action within a reasonable time period. DMMA reserves the right to direct the Broker to terminate any service agreement with a transportation provider when DMMA determines it to be in the best interest of the State.

DMAP funds may not be used to pay for NET services that are otherwise available without charge. In addition, Medicaid is the payer of last resort. The Broker is encouraged to utilize federally-funded and public transportation whenever possible if it is cost-effective, and to negotiate service agreements with such entities when appropriate.

The Broker shall submit a copy of its standard contract agreement with the transportation providers to DMMA as part of the proposal. DMMA must approve the standard contract and all of its provisions, including penalties and sanctions, in advance. DMMA must be notified and approve any amendments to the standard contract agreement, excluding rates.

The service agreement shall include, at a minimum, the following requirements as specified in this RFP:

- a. Scope of Service
- b. Payment administration
- c. Levels of transportation
- d. Reimbursement and payment administration
- e. Contract effective dates
- f. IT system requirements
- g. Companion and attendant services
- h. Contractor's Policy and Procedures
- i. Financial penalties
- j. Report requirements
- k. Records retention
- l. Accident investigation
- m. Complaint investigation and resolution
- n. Provider grievance procedure
- o. Communication requirements
- p. Telephone & vehicle communication systems
- q. Computer requirements

- r. Scheduling
- s. Pick-up and delivery standards
- t. Urgent care
- u. Driver qualifications
- v. Driver conduct
- w. Vehicle requirements
- x. Back-up service
- y. Quality assurance
- z. Non-compliance with standards
- aa. Training for drivers and attendants
- bb. Confidentiality of information
- cc. Specific provision – that in the instance of default by the Broker, the agreement will pass to DMMA or its agent for continued provision of transportation services. All terms, conditions and rates established by the agreement shall remain in effect until or unless renegotiated with DMMA or its agent subsequent to default action or unless otherwise terminated by DMMA at its sole discretion.
- dd. Indemnification language to protect the State
- ee. Required certification of small businesses, minority-owned businesses, and women-owned business.
- ff. Health Insurance Portability and Accountability Act (HIPAA) requirements
- gg. Evidence of adequate insurance
- hh. Submission of documentation as required by DMMA

These procedures are applicable when subcontracted transportation providers are used. The procedures may vary when public transportation, gas reimbursement, or other appropriate transportation services are used.

### **2.13 CONTRACTOR COMPENSATION**

The Contractor shall be reimbursed by a monthly capitation rate for each eligible recipient as defined for the purposes of this contract. The Contractor must accept the per member per month (PMPM) rate reimbursement as payment in full, inclusive of all administrative costs, transportation costs, corporate overhead and profit for all services required under the RFP.

DMMA will produce a monthly NET Eligibles Report which contains the total number of individuals eligible for the services in that month as defined in this contract at the beginning of the month. No more than fifteen percent (15%) of the reimbursement shall be for administrative costs, corporate overhead and profit.

Non-emergency transportation is a risk-based program where the Contractor receives a capitated per member per month (PMPM) payment that covers a comprehensive set of non-emergency transportation services, regardless of how much transportation service is used by the recipient. The Contractor shall accept full financial risk for each recipient's non-emergency transportation needs. This monthly payment includes all covered contract services.

DMMA shall issue capitation payments on behalf of enrollees at the rates established in this Contract and modified during the contract renewal process. The Contractor shall accept the annually established capitation rate paid each month by the Department as payment in full for all services to be provided pursuant to this Contract and all administrative costs associated therewith, pending final recoupments, reconciliation, or sanctions. Any and all costs incurred by the Contractor in excess of the capitation payment will be borne in full by the Contractor.

The PMPM rate does not include start-up costs. DMMA will not reimburse start-up costs.

Specialized Transportation as defined in Section 2.22 will be reimbursed on a fee-for-service basis. The Broker is expected to find the most cost-effective means of transportation considering the client's needs. The Broker is required to arrange this transportation as a part of the monthly capitated rate.

Any advance payment made to the Contractor shall be deducted by DMMA from future payments owed to the Contractor.

### **2.14 MONTHLY RECONCILIATION**

Reimbursement will be made in accordance with this RFP. DMMA will identify those individuals whose eligibility was determined after the production of the last NET Eligibles Report. These eligibles will be appended to the previous month's report and paid via the next payment cycle.

## **2.15 THIRD-PARTY LIABILITY AND SUBROGATION**

Third-party liability (TPL) refers to any individual, entity (e.g., insurance company) or program (e.g., Medicare), including group health plans, as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974 (29 USC and 1167 (1)) service benefits plans, and Vendors that are or may be liable for all or part of a recipient's health coverage. Under Section 1902(a)(25) of the Social Security Act, DMMA and its contractors are required to take all reasonable measures to identify legally liable third parties and treat verified TPL as a resource of the Medicaid recipient.

The Vendor shall act as the State's authorized agent for the limited purpose of TPL collection, within the limitation of the Fair Debt Collection Practices Act, 15 USC § 1692, of all third-party liability (TPL) pursuant to 42 CFR § 433.135 et seq and 42 CFR 433.147. The contracted Vendor's capitated payments shall include an offset in the rates for these collections. The contracted Vendor shall vigorously pursue and bill prior TPL resources as these amounts are considered part of their risk based capitation payment. The contracted Vendor is prohibited from delegating this responsibility to its providers and/or members of its provider network. The Vendor shall reimburse provider claims regardless of any TPL or subrogation resource and shall not pend, deny, or hold in abeyance any provider claim for the sole purpose of awaiting or pursuing a TPL or subrogation collection or payment. The Vendor must utilize the EVS eligibility system to determine if casualty claims are filed and recover costs through subrogation on behalf of Medicaid recipients. The Vendor must determine the third party and seek payment; the Vendor is prohibited from delegating this responsibility to its providers and/or members of its provider network. All information on the third party, including collections and collection attempts are to be reported to DMMA in a format prescribed by the State.

## **2.16 PROVIDER PAYMENTS**

From capitation payments made to the Broker by DMMA, the broker will pay transportation providers in accordance with the terms of the service agreement between the Broker and each transportation provider. Full payment of undisputed claims for all authorized trips must be made to the transportation providers as agreed to between the parties and made a written term of the service agreement; otherwise, payment shall be made within fifteen (15) working days of the Broker's receipt of an undisputed claim.

Specialized Transportation service in Section 2.22 is reimbursed outside the monthly capitation rate. That is, the State will reimburse the cost of the actual provision of the service.

The Broker:

- a. will validate that all transportation services paid for are properly authorized and actually rendered; and
- b. will transmit to DMMA encounter data for all trips made by DMAP clients in accordance with DMMA specifications included in the Appendices; and

- c. will develop safeguards against fraudulent activity by the transportation service providers and DMAP clients and fulfill DMMA reporting requirements regarding such activity; and
- d. will indemnify and defend DMMA against any causes of actions or claims of payment brought by the transportation provider or DMAP client.

## **2.17 IMPLEMENTATION WORK PLAN**

The Broker must prepare and maintain an implementation work plan that includes all the activities required to begin operations successfully under this contract. The work plan must be sufficiently detailed to enable DMMA to be satisfied that the work is to be performed in a logical sequence, in a timely manner, and with an efficient use of resources.

Each activity listed in the work plan must include a description of the task, a scheduled start date, and a scheduled completion date. The types of activities required to be included in the work plan include, but are not limited to, the following:

- a. acquisition of office space, furniture, and telecommunications and computer equipment;
- b. hiring and training of central office service staff and drivers;
- c. recruitment of transportation providers
- d. completion of all transportation service agreements;
- e. verification that transportation provider vehicles meet RFP standards;
- f. verification that drivers meet RFP standards;
- g. operational readiness testing of daily operational requirements to see that they are all functioning adequately;
- h. staff training plan and installation calendar for the trip scheduling and reservations systems;
- i. client education; and
- j. development of required deliverables, including reports, operational procedures manual, encounter data submission procedures, quality assurance plan, and disaster recovery plan.

A preliminary work plan and schedule must be submitted with the proposal. The Broker must submit for DMMA approval a final work plan within fifteen (15) working days of contract execution.

## **2.18 OPERATIONAL READINESS TESTING**

Approximately three (3) weeks before the NET Broker program becomes operational, the Broker must pass an operational readiness-testing program. Representatives from DMMA will visit the Broker's facility and determine whether if all systems are operational and ready for full-time service. During the test, the Broker will ensure that:

- a. telephone systems are fully operational;
- b. computer system is fully operational;
- c. staffing is in compliance with the RFP and Offeror's proposal; and
- d. all deliverables required in the RFP are available for review and approval.

The Broker will be required to demonstrate readiness of the following systems and processes:

- a. Central Office operations (this includes telephone and computer systems interactions)
- b. Client application process
- c. Scheduling and carrier trip notification procedures
- d. After-hours coverage arrangements
- e. Gatekeeping protocols
- f. Denial process
- g. Quality assurance
- h. Appeal process
- i. Model service agreements
- j. Vehicle inspection reports as required in the RFP
- k. Encounter data submission procedure
- l. Reporting procedures
- m. Any other items or functions as deemed necessary by DMMA

The Broker will have an opportunity to make corrections and will be required, upon request by DMMA, to submit proof to DMMA that corrections were made.

The Broker will not begin service until the operational readiness testing is complete and the Broker is fully ready to provide service. Funding will also be withheld until the Broker passes the operational readiness tests.

Once operational readiness testing has been completed and approved by DMMA, the Broker will begin taking reservations approximately one (1) week before transportation services are to begin.

## **2.19 PROGRAM POLICIES AND PROCEDURES**

This section of the RFP describes the criteria used in determining whether NET services are necessary and appropriate. Requirements mandate that funds be expended only for the purchase of services for DMAP clients who are eligible on the date(s) of service.

In addition, State regulations mandate that CRDP funds be expended only for the purchase of services for eligible CRDP clients. CRDP is 100% state funded.

## 2.20 LEVELS OF TRANSPORTATION

When determining the most appropriate mode of transportation for a client, a basic consideration must be the client's current level of mobility and functional independence. Modes other than public transportation must be used when the client:

- a. is able to travel independently but, due to a permanent or temporary debilitating physical or mental condition, cannot use the mass transit system; or
- b. is unable to be accommodated by the public paratransit system; or
- c. is traveling to and from a location which is inaccessible by mass transit (accessibility is not within 1/4 mile or three (3) blocks of scheduled stop).

The Broker shall determine the most appropriate mode of transportation needed by the client based on information provided by the client.

## 2.21 MODES OF TRANSPORTATION

Transportation services to be provided under this contract include the following:

- a. **Mini Van/Car:** A multiple passenger van or vehicle. Commercial taxi service may be considered a component of this mode of transportation service.
- b. **Wheelchair Van:** A van equipped with lifts and locking devices to secure a wheelchair safely while the van is in motion.
- c. **Public transportation:** Brokers are encouraged to use federally-funded and public transportation whenever possible if it is cost-effective to do so.
- d. **Station wagon:** a multiple passenger vehicle.
- e. **Non-emergency ground ambulance:** an ambulance equipped per State regulations.
- f. **Mileage Reimbursement/Volunteer:** provide reimbursement for mileage
- g. **Train/Subway:** Brokers are encouraged, when available, to use trains and subway systems whenever possible.

Public transit - The broker must not utilize public transit for the following situations:

- a. High-risk pregnancy,
- b. Pregnancy after the eighth month
- c. High risk cardiac conditions
- d. Severe breathing problems, and
- e. More than three block walk to the bus stop.
- f. Client traveling with two (2) or more children under the age of six (6)

Gas reimbursement – Prior to reimbursing a recipient for gas, the broker shall verify that the recipient actually saw a medical service provider on the date of request for gas

reimbursement and verify the mileage from the recipient's trip origin to the trip destination. Mileage should be verified using the recipient's trip origin to the trip destination street address. If the street address is not available, the broker shall use the zip code for mileage verification.

- a) Gas reimbursement shall be made at the state agency' mileage allowance rate in effect on date of service

## **2.22 OUT-OF-STATE TRANSPORTATION**

Out-of-state transportation is provided to DMAP clients to secure necessary medical care. There are two categories of out-of-state transportation services that are as follows:

### Exceptional Transportation

Exceptional Transportation is defined as NET service that is provided to DMAP clients traveling out-of-state for health care treatment or evaluation not normally provided through in-state health care providers or as deemed appropriate by the clients health care provider. This NET service is delivered by Modes of Transportation listed in Section 2.21. All exceptional transportation is arranged through the Broker and is included in the monthly capitation rate.

### Specialized Transportation

Specialized Transportation service is defined as NET service that is provided to DMAP clients traveling out-of-state for health care treatment or evaluation which is necessary under extraordinary medical circumstances. It is the responsibility of the Broker to arrange for the delivery of all Specialized Transportation service. The Broker is required to coordinate with and obtain prior authorization from DMMA for all Specialized Transportation service. The State will reimburse the cost of this service.

Specialized Transportation is delivered by the following modes of transportation.

- a. non-emergency air ambulance to include commercial and non-emergency airplanes and helicopters;
- b. non-emergency ground ambulance transportation in excess of 50 miles from Delaware's border.
- c. Trains and commercial/charter bus service in excess of 50 miles from Delaware's border.

Non-emergency ground ambulance transportation is restricted to those clients who require transport by stretcher.

## **2.23 VISITATION/PATIENT EDUCATION**

A parent, foster parent or guardian is eligible to be transported to visit his or her DMAP client minor child (ren) who is an inpatient of a hospital, whether or not the parent is DMAP eligible themselves. Transportation of individuals who are not Medicaid clients should be reported under the minor child's DMAP eligibility number. Transportation to visit adult DMAP client inpatients is not covered.

## 2.24 GEOGRAPHIC CONSIDERATIONS

The Transportation Broker is responsible for the provision of transportation service to all eligible DMAP clients to or from a stated point of origin at the request of the client or person acting on behalf of the client. This will occur when a health care provider has referred the client to medically necessary health care service outside of the immediate community. This includes out of state service providers as deemed appropriate by the client's medical provider.

The Broker is responsible for out-of state NET services as defined in Section 2.22.

Emergency transportation is not part of the Broker's duties; however, the Broker shall ensure that clients in an emergency are directed to the appropriate emergency resources. The Broker shall maintain a local referral source with whom to discuss emergency situations. The Broker shall know appropriate local emergency transportation systems to which clients should be referred.

## 2.25 VOLUNTEER TRANSPORTATION

Volunteer travel is provided by individuals or agencies that receive no compensation or payment other than expenses for the provision of these transportation services. Nonprofit agencies, such as Senior Citizen Centers or Community Action Agencies, ordinarily provide this service. If use of volunteer transportation is contemplated, the Broker must arrange transportation with the volunteer organization directly, including scheduling appointments and notifying clients of arrangements. Additionally, the Broker shall be responsible for payment of the expenses of the volunteer transportation. The Broker may develop volunteer services as part of the responsibility to provide NET services. Use of volunteer transportation does not alleviate the Broker's responsibility to assure the safety, comfort, and appropriate mode of transportation to meet the client's health care status. The Broker must ensure that all volunteers and vehicles used to provide volunteer transportation are properly licensed and insured.

Volunteer transportation requirements include:

- a. The Broker must have procedures in place to verify and document that vehicles used in volunteer transportation are adequate to meet the safety and comfort needs of the clients, including, but not limited to:  
appropriate state operating requirements and registration;  
seat belts and child safety seats when appropriate; and

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- functional heating and air conditioning.
- b. The Broker must have procedures in place to verify and document that drivers used in volunteer transportation meet the following requirements:
  - have a valid Delaware drivers license; and
  - Have no convictions for a substance abuse or sexual crime or crimes of violence for three (3) years prior to providing the volunteer service.
- c. Reimbursement for volunteer transportation is limited to payment of expenses. The Broker must obtain DMMA approval for the basis and method for which reimbursement to volunteer drivers will be made.

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## 2.26 PUBLIC TRANSPORTATION

In some areas of Delaware, public transportation may be a viable and cost-effective alternative to more traditional and expensive forms NET Service available to the Broker. This type of transportation may be used to provide a full trip or portion of a trip to or from a health care service.

Public transportation is available through the Delaware Transit Corporation (DTC). DTC manages and operates Delaware Authority for Regional Transit (DART) along with Delaware Administration for Specialized Transport, Delaware Railroad Administration and Commuter Services Administration. DART First State provides transportation services statewide including paratransit service.

Public transportation requirements:

- a. Brokers are encouraged to use Federally-funded and public transportation whenever possible if it is cost-effective. The criteria included in Section 2.33 of the RFP may be used to determine appropriateness. The Broker must send tokens or passes to clients and escorts, if applicable, for use in traveling to or from scheduled health care appointments by public transportation in cases where the clients or companion cannot afford to purchase them.
- b. The Broker must have procedures in place to determine whether public transportation is accessible to and appropriate for the requesting service. The Broker must have procedures for timely distribution of the tokens/passes to the clients or escort to ensure receipt prior to the scheduled transportation.

## 2.27 CRITERIA FOR WHEELCHAIR SERVICES

Services other than car, mini van or public transportation may be required when one of the following conditions is present:

- a. the client requires a wheelchair and is unable to use public transportation;
- b. the client has a disabling physical condition which requires the use of a walker, cane, crutches or brace and is unable to use a car, mini van, commercial taxi or public transportation;
- c. an ambulatory client requires radiation therapy, chemotherapy or dialysis treatment, which results in a disabling physical condition after treatment, causing the client to be unable to access transportation without physical assistance;
- d. the client is unable to ambulate without personal assistance of the driver in entering or exiting the client's residence and medical facility; or the client has a severe, debilitating weakness or is mentally disoriented as a result of illness or health care treatment and requires personal assistance;
- e. travel by other means (e.g., taxi, automobile, bus, etc) could be detrimental to the client's health; and
- f. the client is extraordinarily overweight and non-ambulatory.

Brokers are not precluded from using more intensive modes of transportation if the Broker determines the use to be appropriate. One of the above limiting conditions may exist before other than car, mini van or public transportation is considered; however, the existence of a limiting condition does not necessarily mean that a more intensive mode of transportation is required. While the above conditions may demonstrate the possible need for wheelchair or non-emergency ground ambulance services, the functional ability and independence of the DMAP client should also be considered in determining the mode of transportation required. The key to the use of more intensive modes of NET services is that such services be adequate to meet the health needs of the individual.

## **2.28 ESCORT AND ATTENDANT SERVICES**

The Broker must allow, without charge to the escort or client, one (1) escort to accompany a blind, deaf, mentally disabled, or under twenty-one (21) years of age client or group of clients, when the client(s) are transported to receive a medical service. The Broker is not responsible for arranging for or compensating an escort for services rendered except, upon request, for the cost of public transportation.

An escort is defined as an individual who must accompany a client due to the client's physical/mental/developmental capacity and the escort's presence is required to ensure that the client receives proper medical service/treatment. The escort leaves the vehicle at its destination and remains with the client. An escort must be of an age of legal majority recognized under Delaware law.

An attendant provided by and trained by the Broker at the Broker's expense. The Broker must arrange with the transportation provider for the provision of one (1) attendant during transport when, in the judgment of the Broker, in consideration of all known factors or as required by the licensed health care provider, it is necessary to have an

adult helper on a trip to assure the safety of all passengers. The attendant remains with the vehicle after the client has left the vehicle at its destination.

## **2.29 UNCOVERED TRANSPORT**

NET services do not include emergency ambulance transportation or transportation to or from non-medical services. The use of DMAP-funded transportation for any purpose other than as stated in this RFP is fraudulent activity subject to criminal prosecution and civil and administrative sanctions.

## **2.30 INCLEMENT WEATHER**

The Contractor shall have a written plan for transporting clients who need critical medical care during adverse weather conditions. The plan shall be submitted to DMMA for approval two (2) weeks prior to the operation start date. The broker shall develop and implement inclement weather policies and procedures for notifying providers and recipients. Policies and procedures shall include at a minimum:

- Staff training;
- Methods of notification;
- Recipient education; and
- Transportation for life sustaining medical care (e.g. dialysis and chemotherapy).

## **AUTHORIZATION OF TRANSPORTATION SERVICE**

### **2.31 CLIENT EDUCATION**

The Broker is responsible for developing the initial client notification regarding NET service availability and advance scheduling prior to the Broker assuming responsibility for the provision of transportation services. An educational plan for clients that includes each client's rights and responsibilities for use of NET services. All notices and information materials used by the Broker shall be reviewed and approved by DMMA prior to mailing or otherwise disseminated.

**Initial Client Notice:** The initial notice to be developed and disseminated by the Broker shall inform clients of the availability of NET services, including the Broker's name, address, telephone numbers, and hours of operation, as well as a brief description of how to utilize the Broker to arrange for NET services. The initial notice shall be mailed to the clients prior to the start of services.

**Other Notices:** Any other mutually agreed upon notices shall be mailed at a date and time agreed to by DMMA and the Broker.

All correspondence developed by the Broker, intended for a client, must be multilingual and must be reviewed and approved by DMMA prior to mailing.

### **2.32 APPLICATION OF SERVICE**

The client must contact the Broker to request NET services at least two (2) work days prior to a non-urgent, scheduled appointment. The two (2) day advance scheduling includes the day of the call but not the day of the appointment. Advance scheduling will be mandatory for all NET services except urgent care, follow-up appointments and unscheduled pick-up when the timeframe does not allow advance scheduling.

The Broker shall be responsible to provide same-day transportation services when the client has no other available means of transportation and requests services for urgent care. Valid requests for urgent care transport shall be completed within three (3) hours of the time the request is made. Urgent care, for the purpose of this RFP, is defined as an unscheduled episodic situation in which there is no immediate threat to life or limb, but the client must be seen on the day of the request and treatment cannot be delayed until the next day. A hospital discharge and same day appointment shall be considered as urgent care. The Broker may verify with the direct provider of service that the need for urgent care exists.

When a time for the recipient's return trip cannot be scheduled in advance, the Contractor shall ensure timely pick-up of recipients following the completion of their appointments. Pick-up must occur within 45 minutes of the Contractor receiving notification that the recipient's appointment is completed. The Contractor shall assure that the recipient is returned to their agreed point of origin.

DMAAP clients must have a valid Medical Assistance card or other tangible proof of eligibility for the date of service to receive transportation services. If the card has been lost, stolen or cannot be displayed by the client, eligibility must be verified by the Broker. It is the responsibility of the Broker to ensure that the client is eligible on the date transportation service is scheduled. The Broker will verify eligibility using the Eligibility Verification System (EVS).

The Delaware Prescription Assistance Program is a state funded program that provides payment assistance for prescription drugs to low-income senior and individuals with disabilities who are ineligible for, or do not have, prescription drug benefits or coverage through federal, state, or private sources. These clients are not eligible for Medicaid and are not eligible for transportation services.

Individuals eligible as Qualified Medicare Beneficiaries (QMBs), Specified Low-Income Beneficiary (SLIMB), Qualifying Individuals (QI) Program and Qualified Disabled and Working Individuals (QDWI) and Delaware Healthy Children Program (DHCP) are **NOT** eligible for NET services (see Appendix F).

Individuals eligible for Family Planning and Related Services only (F-3) and Illegally residing non-qualified aliens (2W, 4W, 6W, 8W and PW) are eligible for **limited** NET service (see Appendix F).

The Broker must obtain from the clients, or an individual or agency acting on behalf of the clients, sufficient information to allow a decision regarding the client's need for NET

services. This determination must take into consideration the client's ability to provide for his or her transportation outside of the NET program, pursuant to NET gatekeeping policy established by DMMA (see Appendix E), as well as the client's needed level of transportation.

### **2.33 CLIENT INTAKE WORKSHEET**

The Broker must complete a computerized client intake worksheet at the time of contact for each request made by the client. The Broker shall develop and submit to DMMA for approval a model worksheet for NET services that provides the following or substantially similar information:

- a. Determination of Eligibility:
- b. name and address;
- c. Medicaid number; and
- d. telephone number, if available.
- e. Availability of suitable mode of transportation:
- f. availability of friend and relative with vehicle; and
- g. ownership or previous transportation arrangements.
- h. Necessity of trip:
- i. point of origin and destination;
- j. reason for the trip; and
- k. identify provider to be visited and available telephone.
- l. Availability of federally funded or public transportation:
- m. distance from scheduled stops;
- n. age and disabilities of client;
- o. any physical and/or mental impairments which would preclude use of public transportation;
- p. Availability of funds to pay for transportation; and
- q. Previous use.
- r. Special needs:
- s. mode of transportation needed;
- t. services needed in route; and
- u. need for escort or attendants.
- v. Results of Interview:
- w. transportation approved or denied;
- x. mode of transportation if approved; and
- y. date or dates of service.

### **2.34 VALIDITY OF INFORMATION**

Except for the information contained on the DMAP card, the Broker shall accept the information provided verbally by the client, or person speaking on behalf of the client, as valid when determining or predetermining the need for NET services unless the Broker has cause to doubt the validity of information provided.

If the Broker has cause to doubt the validity of the information provided by or on behalf of the client, the Broker may require documentation of that information.

## 2.35 SUMMARY OF CLIENT NET APPLICATION PROCESS

The Broker shall structure the determination of need for service process to meet the following basic requirements:

1. A transportation service may not be provided until:
  - a. the client's eligibility has been established;
  - b. the client's Medicaid identification number and address have been recorded for reporting purposes;
  - c. the client has declared that he or she needs non-emergency transportation;
  - d. the client has been determined to have a valid service need; and
  - e. the computerized client worksheet for services has been completed.
2. The Broker shall advise the client that:
  - a. the client, under penalty of law, shall provide accurate and complete information to determine need for NET services;
  - b. the client must provide documentation of Medicaid eligibility;
  - c. when requested, the client must provide, as a condition for receiving service and being determined eligible for the service, information related to the need for services; and
  - d. only transportation to or from a medical service is allowable.

## 2.36 PICK UP AND DELIVERY STANDARDS

The Broker must assure that transportation services are provided which comply with the following minimum service delivery requirements and which shall be delineated in all transportation service agreements:

1. Arrival on time for scheduled pick-up shall be a standard practice. Arrival before the scheduled pick-up time is permitted; however, a client shall not be required to board the vehicle before the scheduled pick-up time. The Carrier is not required to wait more than ten (10) minutes after the scheduled pick up time.

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2. Ensure that DMAP clients are transported to and from appointments on time. DMAP clients are to be advised of pick-up time for transportation to appointments when the transportation request is made. Any deviation from the stated time of more than fifteen (15) minutes is not acceptable as timely service. For the return pick-up from an appointment, the vehicle shall arrive within forty-five (45) minutes from time of notification.
3. In multiple-load situations, ensure that no DMAP client is forced to remain in the vehicle more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.
4. Drivers shall deliver clients to their destinations on time for their scheduled appointments.

5. Late arrival will be reported to the dispatcher/transportation provider for the purpose of notifying the direct medical service provider of the late arrival.
6. Trips will be monitored to ensure clients are delivered to their homes in timely manner from appointments; and
7. If a delay occurs in the course of picking up scheduled riders, the dispatcher/provider must contact proposed riders at their pickup points to inform them of the delay in arrival of vehicle and related schedule. The transportation provider must advise scheduled riders of alternate pick up arrangements when appropriate (see Section 2.42).
8. When a time for the recipient's return trip cannot be scheduled in advance, the Contractor shall ensure timely pick-up of recipients following the completion of their appointments. Pick-up must occur within 45 minutes of the Contractor receiving notification that the recipient's appointment is completed. The Contractor shall assure that the recipient is returned to their agreed point of origin.

### **2.37 URGENT CARE**

The Broker shall arrange transportation services when a DMAP client requests services for urgent care and has no other means of appropriate transportation. Urgent care, for the purpose of this RFP, is defined as an unscheduled episodic situation in which there is no immediate threat to life or limb, but the client must be seen on the day of the request and treatment cannot be delayed until the next day. Hospital discharges shall be considered as urgent care. The requirements of this subsection shall also apply to appointments established by medical care providers allowing insufficient time for routine two (2) day scheduling. The Broker may verify with the direct provider of service that the need for urgent care exists. Valid requests for urgent care transport shall be completed within three (3) hours of the time the request is made.

### **2.38 VEHICLE REQUIREMENTS**

The Broker must assure that all transportation providers maintain all vehicles and vehicle equipment adequately to meet the requirements of this RFP. Vehicles and all components must comply with or exceed the manufacturers, state and federal, safety and mechanical operating and maintenance standards for the particular vehicles and models used under this contract. Vehicles must comply with all applicable federal laws including the Americans With Disabilities Act (ADA) regulations. Any vehicle found non-compliant with Delaware Department of Motor Vehicles (DMV) licensing requirements,

safety standards, ADA regulations, or RFP requirements, that vehicle must be removed from service immediately if this discrepancy creates a health or safety hazard for vehicle occupants. All vehicles must meet the following requirements:

1. The transportation provider must provide and use a two-way communication system linking all vehicles used in delivering the services contemplated under this RFP with the transportation provider's major place of business. The two-way communication system shall be used in such a manner as to facilitate communication and to minimize the time in which out-of-service vehicles can be replaced or repaired. Pagers are not an acceptable substitute. A vehicle with an inoperative two-way communication system must be placed out-of-service until the system is repaired or replaced.
2. All vehicles must be equipped with adequate heating and air conditioning for driver and passengers. Any vehicle with a non-functioning climate control system must be placed out-of-service until appropriate corrective action is taken.
3. All vehicles must have functioning, clean and accessible seat belts for each passenger seat position and shall be stored off the floor when not in use. Each vehicle must utilize child safety seats as prescribed by Delaware state law when transporting children. Each vehicle shall have at least two (2) seat belt extensions provided. Additionally, each vehicle shall be equipped with seat belt cutter(s), mounted above the driver's door, for use in emergency situations.
4. All vehicles must have a functioning speedometer and odometer.
5. All vehicles must have functioning interior light(s) within the passenger compartment.
6. All vehicles must have adequate side wall padding and ceiling covering.
7. All vehicles must be smooth riding, so as not to create passenger discomfort.
8. All vehicles must have two exterior rear view mirrors, one on each side of the vehicle.
9. All vehicles must be equipped with an interior mirror which shall be either clear-view laminated glass or clear-view glass bonded to the back which retains the glass in the event of breakage. This interior mirror shall be for monitoring the passenger compartment.
10. The vehicle's interior and exterior must be clean and have exteriors free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents which detract from the overall appearance of the vehicles.
11. The vehicle must have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, and protruding sharp edges and shall also be free of dirt, oil, grease or litter.
12. The vehicle floor must be covered with commercial anti-skid, ribbed rubber flooring or carpeting. Ribbing shall not interfere with wheelchair movement between the lift and the wheelchair positions.
13. All vehicles must have the transportation provider's name, vehicle number, and the broker's phone number prominently displayed within the interior of

- each vehicle. This information must also be available in written form on each vehicle for distribution to riders on request.
14. All vehicles must have the name and other identifying information of the transportation provider displayed on the exterior of the vehicle.
  15. All vehicles must have the following signs posted in all vehicle interiors, easily visible to the passengers:
    - No Smoking, Eating or Drinking, and
    - All passengers must use seat belts.
  16. All vehicles must be equipped with one or more functional fire extinguishers at least 2.5 pounds each in size, with a combined capacity totaling at least 5.0 pounds in size (preferably ABC or Halon type), and shall display a current inspection tag or sticker. The fire extinguisher shall be secured within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated.
  17. All vehicles that require a step up for entry, must include a retractable step, or a step-stool as approved by DMMA to aid in passenger boarding. The step stool shall be used to minimize ground-to-first-step height, should have four legs with anti-skid tips, sturdy metal with non-skid tread, with a height of 8 and 1/4", a width of 15" and a depth of 14" or an equally suitable replacement. Substitutes are not permitted.
  18. All vehicles must have on board three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited.
  19. All vehicles must include a vehicle information packet to be stored in the driver compartment, or securely stored on or in the driver's side visor. This packet will include:
    - vehicle registration;
    - insurance card; and
    - accident procedures and forms.
  20. All vehicles must be provided with a fully equipped first aid kit and a "spill kit" including: liquid spill absorbent, latex gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
  21. All vehicles must contain a map with sufficient detail to locate clients and medical destinations.

## **2.39 WHEELCHAIR VAN REQUIREMENTS**

All vehicles used to transport wheelchair clients must comply with the ADA requirements in effect at the time of the vehicle's construction. Vehicles used to transport wheelchair passengers must, at a minimum, meet the following ADA requirement:

1. Must maintain a floor-to-ceiling height clearance of at least fifty-six (56) inches in the passenger compartment.

2. Must have an engine-wheelchair lift interlock system which requires that the vehicle's transmission be placed in park and the emergency brake engaged to prevent vehicle movement when the lift is deployed.
3. Must have Wheelchair lift - a hydraulically or electro-mechanically powered wheelchair lift mounted so as not to impair the structural integrity of the vehicle that meets the following specifications:
  - a. The lift platform is capable of elevating and lowering a 600-pound load and shall not cause the outer edge of the lift to sag, or tilt downwards more than one inch, nor shall the platform deflection be more than three (3) degrees under 600-pound load. The lift platform is at least thirty (30) inches wide and forty-eight (48) inches long.
  - b. The lift platform shall not have a gap between the platform surface and the roll-off barrier greater than 5/8 of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed ½ inch horizontally and 5/8 inch vertically.
  - c. The lift controls shall be operable and accessible from inside and outside the vehicle, and shall be secure from accidental or unauthorized operation.
  - d. The lift shall be powered from the vehicle's electrical system. In the event of a power failure, the lift platform shall be able to be raised/lowered manually with passengers, and shall provide a method to slow free-fall in the event of power or component failure.
  - e. The lift operation shall be smooth without any jerking motion. Movement shall be less than or equal to six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle.
  - f. When the lift platform is in storage in the passenger compartment, it shall not be capable of falling out of or into the vehicle, even if the power should fail.
  - g. All sharp edges of the lift structure which might be hazardous to passengers shall be padded and all sharp edges should be ground smooth.
  - h. The lift platform shall have a properly functioning, automatically engaged, anti-roll-off barrier, with a minimum of 1" on the outbound end, to prevent ride over.
  - i. It is preferable but not required, that the platform, when in a stored position, not intrude into the body of the vehicle more than twelve (12) inches and shall be equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface.
  - j. The lift platform surface shall be of a non-skid expanded metal mesh or equivalent, to allow for vision through the platform.
  - k. The lift shall be furnished with reflector tape on each side except the side adjacent to the vehicle and all step edges, thresholds and the boarding edge of lift platform.
  - l. The lift platform on vehicles must be equipped with a hand rail on both sides of the lift platform for the purpose of loading or unloading ambulatory passengers. The handrail shall meet the following requirements:
    - a. maximum height range (30-38) inches;

- b. knuckle clearance hand hold, 1 and 1/2 inch (1-1/2") minimum;
  - c. must be able to withstand force of 100 pounds; and
  - d. the handrail shall not reduce the lift platform width of at least thirty (30) inches.
- 4. Wheelchair Restraint System - for each wheelchair position, a wheelchair securement device (or "tiedown") shall be provided that complies with applicable ADA standards:
  - a. be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches. Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor. All wheelchairs shall be forward facing;
  - b. be tested to meet a 30 m.p.h./20gm standard;
  - c. securely restrain the wheelchair during transport from movement forward, backward, lateral and overturning movements in excess of two (2) inches;
  - d. be adjustable to accommodate all wheel bases, tires (including pneumatic) and motorized wheelchairs;
  - e. be a lock system, belt system or both and acceptable to DMMA. If a belt system is used the cargo strap shall be retractable or stored on a mounted clasp or in a storage box when not in use. A track mounting lock system on the floor for wheelchair securement shall be flush with the floor so as not to be an obstruction or become a tripping hazard. In all cases, the straps shall be stored properly when not in use; and
  - f. provide seat belts and/or a shoulder harness that are attached to the floor or to the side wall of the vehicle, which shall be capable of securing both the passenger and wheelchair.

The system utilized may accommodate scooter-type wheelchairs. However, passengers utilizing these devices shall be requested to dismount from the device and be seated in a passenger seat; and

- 5. Wheelchair Entrance Door shall:
  - a. maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) inches wide;
  - b. have no lip or protrusion at the door threshold of more than 1/2 inch;
  - c. be equipped with straps or locking devices to hold the door open when the lift is in use;
  - d. It is preferable, but not required that the side door be the wheelchair entrance.

## 2.40 ANNUAL VEHICLE INSPECTIONS

The Broker must develop and implement an annual inspection process to verify that all vehicles meet the requirements of Sections 2.38 and 2.39, and that safety and passenger comfort features are in good working order (e.g., brakes, tire tread, turn

signals, horn, seat belts, air conditioning/heating, etc.). The Broker may conduct these annual inspections using its own staff or an alternate method approved by DMMA.

Prior to the execution of a service agreement between the Broker and a transportation provider, an initial inspection of all the transportation provider's vehicles must be completed satisfactorily. Subsequent inspections must be completed no later than twelve (12) months after the most recent inspection. Records of all inspections must be maintained as described in Section 2.66.

#### **2.41 PROHIBITION OF SMOKING**

Smoking is prohibited on the vehicles while performing DMAP service. "No Smoking" signs shall be visible to all passengers. Broker shall require that drivers and attendants contact Broker immediately if passengers fail to comply with this prohibition.

#### **2.42 BACKUP SERVICE**

Broker shall be responsible for arranging for back-up vehicles and/or personnel when notified by a client, a provider, or DMMA that a vehicle is excessively late, is otherwise unavailable for services, or when specifically requested by DMMA. The vehicle is excessively late if it is twenty (20) minutes late in meeting its assigned schedule.

A back-up vehicle for an excessively late vehicle or an otherwise unavailable vehicle must be in place within thirty (30) minutes after a vehicle has been deemed unavailable for service for whatever reason.

#### **2.43 NON-COMPLIANCE WITH STANDARDS**

Any vehicle found not in compliance with the vehicle standards created by this contract or any state or federal standards must be removed from service immediately until verified for correction of deficiencies.

Any vehicle receiving two (2) or more complaints from passengers concerning cleanliness, heating, air conditioning deficiencies, or other deficiencies within a five (5) day period must be inspected and appropriate corrective actions taken. Such actions must be documented and become a part of the vehicle's permanent record.

#### **2.44 PASSENGER SAFETY REQUIREMENTS**

The contractor, provider and driver shall assure compliance with the following passenger safety requirements:

- a. Passengers must have their seat belts buckled at all times while they are inside the vehicle. The driver shall assist passengers who are unable to fasten their own seat belts.

- b. The driver shall not start the vehicle until all passenger seat belts have been buckled.
- c. The number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
- d. Upon arrival at the destination, the vehicle should be parked or stopped so that passengers do not have cross streets to reach the entrance of their destination.
- e. Drivers shall not leave passengers unattended at any time.
- f. If passenger behavior or other conditions impede the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic and notify his dispatcher to request assistance.

## **2.45 DRIVER QUALIFICATIONS**

The Broker is responsible for assuring that transportation providers meet all RFP driver qualifications as well as deliver the required transportation services. The Broker may establish additional qualifications, which shall be approved by DMMA.

The Broker shall assure that an oversight procedure is in place to determine that all drivers, at all times during their employment, be legally licensed by the State of Delaware to operate the transportation vehicle to which they are assigned; be competent in their driving habits; be courteous, patient and helpful to all passengers; and be neat and clean in appearance.

All drivers employed by transportation providers through service agreement with the Broker to deliver transportation services under the terms of this RFP shall meet the following conditions:

- a. All drivers must be at least twenty-one (21) years of age and have an appropriate current valid Delaware driver's license issued by the Delaware Division of Motor Vehicle.
- b. All drivers and attendants must have no prior convictions for substance abuse or sexual crime or crime of violence. Any person who has been convicted of a felony during the last three (3) years will drive and/or attend passengers only after satisfactory review by the contractor and DMMA or its agent.
- c. The transportation provider shall not utilize drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of clients. If the transportation provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that would endanger the safety of clients, the transportation provider shall immediately remove the driver from providing service to DMAP clients.
- d. Individuals who have had within the last three (3) years a suspended or revoked driver's license, except for non-payment of Child Support, commercial or other, are prohibited from driving for any purpose under this contract. Individuals who have a prior suspension for failure to comply with Child Support orders are exempt from this policy.

- e. Drivers who receive citations and are convicted of two (2) moving violations and/or accidents related to transportation provided under this RFP, where the driver was at fault during the full term of the contract, must be removed from service.

## **2.46 DRIVER CONDUCT**

The Broker must assure that drivers and attendants adhere to the following required standards that shall be delineated in all transportation service agreements:

1. No driver or attendant shall use or be under the influence of alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty and no driver shall abuse alcohol or drugs at any time.
2. No driver shall touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat and to secure the seatbelt, or as necessary to render first aid or assistance for which the driver has been trained.
3. All drivers and attendants must wear or have visible, easily readable official company I.D.
4. At no time shall drivers or attendants smoke, eat or consume any beverage while in the vehicle or while involved in client assistance entering or exiting the vehicle or while in the presence of any client.
5. Drivers and attendants must not wear any type of headphones at any time while on duty.
6. Drivers or attendants must exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide assistance as necessary to or from the main door of the place of destination.
7. Drivers or attendants must properly identify and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up is not apparent.
8. Drivers or attendants, while on board, must assist the passengers in the process of being seated, including the fastening of the seat belts and securing of infants and children under age 5 in properly-installed child safety seats. Drivers shall confirm, prior to allowing any vehicle to proceed, that wheelchairs and wheelchair passengers are properly secured and that all passengers are properly belted in their seat belts.
9. Drivers or attendants must assist all passengers in the process of exiting the vehicle and in moving to the building access of the passenger's destination.
10. Drivers shall confirm, prior to vehicle departure, that the delivered passenger is safely inside the destination.
11. Drivers must provide support and oral directions to passengers. Such assistance shall also apply to the movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift. Such assistance shall also include stowage by the driver of mobility aids and folding wheelchairs.

12. Drivers or attendants shall not be responsible for passenger's personal items.

#### **2.47 DRIVER, ATTENDANT, AND SERVICE PERSONNEL TRAINING**

The Broker may establish and implement its own Driver, Attendant, and Service Personnel Training standards in lieu of the standards established in the following paragraphs of this section, subject to advance review and approval of DMMA.

**Drivers:** All drivers used by transportation providers to deliver transportation services under the terms of this contract must have successfully completed driver training in the operation of all vehicle equipment, first aid training including CPR and training in the use of a spill kit and the removal of biohazards. Training shall include:

- a. a passenger assistance orientation program;
- b. an on-going safety and sensitivity program to ensure a safe operating environment; and
- c. a defensive driving training.

Any driver who has not previously completed the training required by this RFP must satisfactorily complete the required training within ninety (90) days of assignment under this contract.

**Attendants:** All Attendants used by transportation providers to deliver transportation services under the terms of this contract must have successfully completed an Attendant training program. Attendant training shall include:

- a. at a minimum, first aid training;
- b. a passenger assistance orientation program; and
- c. an on-going safety and sensitivity program to ensure a safe operating environment.

**Service Personnel:** The Broker shall provide a program of service personnel training prior to permitting any personnel to have public contact or answer scheduling lines. Training shall include sensitivity components dealing with:

- a. the aged and disabled persons;
- b. multicultural contacts;
- c. handling hostile callers;
- d. public contact; and
- e. communicating with hearing or speech-impaired individuals.

Service personnel, including scheduling personnel, must be trained and knowledgeable in all aspects of transportation service operations including Broker reservation procedures. The Broker shall provide a written comprehensive training plan for all service personnel. Any changes to this plan must be approved by DMMA prior to

implementation. Changes must be submitted to DMMA no later than thirty (30) days prior to requested implementation.

#### **2.48 ORIENTATION FOR TRANSPORTATION PROVIDERS**

The Broker shall provide an orientation program for all transportation providers with which he/she has entered into a service agreement under this RFP. At a minimum, the orientation program must include:

- a. overview of NET Program and division of responsibilities between Broker and transportation provider;
- b. vehicle requirements;
- c. procedures for handling accidents, moving violations and vehicle breakdowns;
- d. driver qualifications;
- e. driver conduct;
- f. the use of attendants and/or escorts;
- g. scheduling procedures during regular operating hours, including criteria for determining the most appropriate mode of transportation for the client;
- h. scheduling procedures for after hours, weekends and holidays;
- i. procedures for handling requests for "urgent care";
- j. criteria for trip assignment;
- k. dispatching and delivery of services;
- l. procedures for obtaining reimbursement for authorized trips;
- m. driver customer service standards and requirements during pickup, transport and delivery;
- n. record keeping and documentation requirements for scheduling, dispatching and driver personnel, including completion of required logs;
- o. procedures for handling complaints from clients or providers;
- p. procedures for notifying clients when services are denied or terminated by the Broker; and
- q. criteria and procedures for documenting and notifying clients when services are denied or terminated by the transportation provider.
- r. Overview of CRDP related to NET services.

#### **2.49 OPERATIONAL POLICIES/PROCEDURES MANUAL**

The Broker must develop an operational policies/procedures manual detailing all policies/procedures to be used in the scheduling and delivery of transportation services. The manual must include policies for services, personnel and equipment as well as vehicle maintenance procedures. The manual must be submitted to DMMA for review and approval at least forty (40) calendar days prior to the start of operations. Modifications required by DMMA must be incorporated by the Broker within ten (10) working days of notification. In no cases will a Broker be allowed to begin operations without an approved operational policies/procedures manual.

This operational policies/procedures manual must be incorporated into all training programs for new employees. The manual must also be provided to all transportation providers with whom the Broker has entered into a service agreement. The manual must be utilized in an orientation program to be provided by the Broker to transportation providers.

The operational policies/procedures manual must be reviewed and updated annually and whenever changes in the operation of the business are made. Updates to the manual must be approved by DMMA before distribution. DMMA reserves the right to require modifications to the manual throughout the life of the contract. Required updates must be submitted to DMMA for approval within ten (10) working days of the request.

The operational policies/procedures manual developed as part of this contract will become the property of DMMA.

## **2.50 APPEALS AND COMPLAINTS**

The Broker is responsible for responding to complaints and notifying clients of the right to appeal when a trip is denied, suspended or terminated. Recipients shall have the right to request information regarding:

- a. The right to request a State fair hearing.
- b. The procedures for exercising their rights to request a State fair hearing.
- c. Representing themselves or use legal counsel, a relative, a friend, or other spokesperson.
- d. The specific regulations that support, or the change in Federal or State law that requires the action.
- e. The recipient's right to request a State fair hearing, or in cases of an action based on change in law, the circumstances under which a hearing will be granted.
- f. A State fair hearing within 90 days from the broker's notice of action.

## **2.51 DENIAL OF SERVICE**

When denying a request for transportation, The Contractor shall orally notify each recipient at the time of the request and state the reason for the denial. The Contractor shall also notify the recipient in writing of the reason for denying transportation service within two business days of the denial. The written notification shall use a template provided by DMMA upon contract award. The template shall state the reason for the denial, citing the specific law, regulation or DMMA policy. It shall also include a description of the recipient's appeal rights and a copy of the form for requesting an appeal hearing from DMMA. The Contractor shall prepare for and participate in recipient appeals as requested by DMMA, at the Contractor's expense.

In individual cases where the contract requirements or the DMMA Transportation Manual do not provide clear guidance, DMMA shall retain ultimate decision-making authority on authorization of transportation services. The decisions of the Appeals Division of DMMA on matters involving the Contractor's denial of transportation requests shall be final and binding on the Contractor.

**Penalties:** In the event the Contractor fails to notify a recipient in writing of the reason for denying transportation service within two business days of the denial, DMMA may apply financial penalties against the Contractor's monthly payment from DMMA up to \$250.00 per incident.

The Broker may deny a trip or immediately discontinue a trip for any client who:

- a. refuses to cooperate in determining status of Medicaid eligibility;
- b. refuses to provide the documentation requested to determine need for NET services;
- c. is found to be ineligible for NET services on the basis of the documented information that cannot be otherwise confirmed;
- d. exhibits uncooperative behavior or misuses/abuses NET services;
- e. is not ready to board NET transport ten (10) minutes after the scheduled pick up time; or
- f. fails to request a reservation two (2) days in advance of appointment without good cause. For purposes of this section, "good cause" is created by factors such as, but not limited to, any of the following:
  1. urgent care;
  2. post-surgical and/or medical follow-up care specified by a health care provider to occur in fewer than three days;
  3. imminent availability of an appointment with a specialist when the next available appointment would require a delay of two weeks or more; or
  4. the result of administrative or technical delay caused by the Broker and requiring that an appointment be rescheduled.

The Broker must provide in writing to clients who have been denied or terminated NET services the specific reason for denial or termination and the client's right to appeal (see Section 2.52 for notice requirements).

## 2.52 CLIENT APPEALS

The Broker must have a formal written appeal process, that must be approved by DMMA, to ensure that all appeals are resolved at the lowest administrative level possible. The Broker's appeal system may not be a prerequisite to, nor a replacement for, the client's right to appeal to DMMA. The Department of Health and Social Services must approve all notices of appeal for content and format before they are put into use.

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Recipients of medical services may appeal an adverse decision of a Broker to DMMA. The Broker is responsible for the preparation of the hearing summary and the presentation of its case and is subject to the rules, practices, and procedures enumerated in Title 16, Section 5000 of the Delaware Administrative Code. The decision of the DMMA hearing officer is a final decision of the Department of Health and Social Services and is binding on the Broker.

### **2.53 COMPLAINTS**

The Broker shall be responsible for recording and responding to all complaints with regard to the delivery of services required under this contract which will include complaints by clients, providers, DMMA or any individual or group who contact the Broker. Resolution of complaints by Broker is subject to the discretionary review of DMMA and may be overridden. The Broker may be required to implement and submit proof of any corrective policies or procedures as a result of DMMA review.

A substantial complaint may be defined as a complaint that is evidence of or is supported by evidence of professional misconduct, breach of contract, regulatory or statutory violation, moral turpitude or other act, conduct or behavior having an adverse affect on the health, safety, well-being or condition of a client or passenger associated with a client while being transported. The Broker shall determine whether a complaint is substantial, subject to the authority of DMMA to override such determination.

The Broker shall respond verbally to the complainant within twenty-four (24) hours of the Broker's receipt of the complaint and, upon request, provide DMMA a written record of the complaint and resolution including any corrective action within three (3) working days of receipt of DMMA request. The Broker must establish and maintain standardized written procedures for handling all complaints, including documentation requirements.

The Broker must remove from public contact or provide a retraining program for service personnel who receive two (2) substantial complaints within a ninety (90) day period. The Broker must remove from public contact any service personnel who has received four (4) substantial complaints within a twelve consecutive (12) month period.

The transportation provider must remove from direct contact with DMMA clients or provide a retraining program for drivers who receive two (2) substantial complaints within ninety (90) day period. The transportation provider must remove from direct contact with DMMA clients any driver who has received four (4) substantial complaints within a consecutive twelve (12) month period.

The Broker shall designate an individual within the Broker's organization to act as liaison with DMMA to insure prompt action regarding all complaints. The Broker must comply and remove transportation providers to comply, with the request of DMMA to investigate, or remove from public contact, or require retraining for any personnel.

The Broker shall compile an appropriate summary report and analyze complaints on file on a monthly basis to determine quality of services to clients, particularly noting patterns or trends of the complaints received. The original report will be sent to DMMA on a monthly basis and will include a description of corrective actions taken to assure service delivery conforms with the requirements of this RFP. The summary report shall be in accordance with the specifications and format approved by DMMA.

#### **2.54 MONITOR AND ADDRESS FRAUD, WASTE AND ABUSE OF NET**

The Broker's payment procedures shall ensure that transportation provider claims for reimbursement match verification of authorized trips. The Broker shall have a system in place to verify that clients are actually attending appointments for medical service.

The Broker shall also have adequate safeguards in place against fraudulent activity by transportation providers and clients. The Broker must have an operations manual to address how it will identify and report suspected fraud and abuse of participants or providers. The Broker must investigate all reports of potential provider or client fraud, waste, or abuse. All potential fraudulent, wasteful, or abusive situations must be reported to the State. The Broker shall maintain written procedures detailing how they will handle fraudulent activity by their providers or clients as part of its operational manual.

The Broker shall perform and document a pre-trip verification review by verifying the medical appointment for a covered service with the service provider on a minimum of 10 percent (10%) of scheduled trips prior to transportation services being provided.

The Broker shall perform and document a post trip verification review on a minimum of 10 percent (10%) of trips and include problem areas such as after-hours transportation; and verify that "routine trips" are for legitimate medical services. The Broker will ask for only minimally necessary information to accomplish each verification.

#### **2.55 QUALITY ASSURANCE PLAN**

The Broker must develop and maintain an ongoing quality assurance plan to support the provision of high-quality transportation services to DMMA clients.

At a minimum, the quality assurance plan must include the following elements:

- a. key indicators of quality related to scheduling and delivery of transportation services;
- b. a description of how the Broker plans to monitor these key indicators;
- c. a description of how the Broker will develop, implement, and evaluate corrective actions or modifications to overall operations as necessary to address quality concerns;

- d. a description of how the Broker will monitor the quality of the transportation providers;
- e. a description of the staffing resources responsible for the quality assurance plan and quality assurance activities; and
- f. samples of all reports related to quality assurance and performance monitoring, along with descriptions of their use and who is responsible for reviewing them.

This quality assurance plan must be submitted to DMMA for review and approval at least thirty (30) working days prior to the start of operations. Modifications required by DMMA must be incorporated by the Broker within ten (10) working days of notification. In no cases will a Broker be allowed to begin operations without an approved quality assurance plan. Thereafter, the quality assurance plan must be reviewed at least annually and any revisions must be submitted to DMMA for review and approval at least thirty (30) days prior to implementation.

## **2.56 DMMA PERFORMANCE MONITORING**

DMMA reserves the right to conduct a review of Brokers records or to conduct an on-site review at any time to ensure compliance with these requirements.

Broker agrees to make all records related to services available for such reviews by DMMA or its agent shall monitor the Broker's performance under this contract by telephone contact, record reviews, customer service satisfaction surveys and other means. DMMA reserves the right to audit the Broker's records to validate service delivery reports and other information.

DMMA staff or their official agent may ride on trips to monitor service. All of the transportation provider's vehicles must be made available to DMMA or its agent(s) for inspection at any time.

DMMA staff or its official agent will review reports of complaints from clients, providers, or any individual or group who contact the Broker regarding the delivery of services under this contract.

DMMA will maintain a toll-free telephone number to receive service complaints from clients and health care providers. The Broker's project manager or a designee must be available to respond to DMMA concerning these complaints within a thirty (30) minute response time.

## **2.57 BROKER REPORT CARDS**

DMMA or its agent will collect data on the Broker's and the transportation providers' performance and will have the option to make the data available to interested parties in the form of quarterly "report cards". This data will include, but is not limited to:

- a. number of trips provided by type of transportation/by county
- b. number of trips provided by transportation provider/by county

- c. number of clients served/by county
- d. number of requests for transportation denied by reason/by county
- e. average number of phone calls received daily
- f. average number of phone calls abandoned daily
- g. average "on hold" time
- h. percentage of pick-ups and deliveries completed on time
- i. number and type of complaints

## **2.58 HOURS OF OPERATION**

The Broker shall establish a duly licensed non-residential business office that is centrally located within Delaware and is open to conduct the general administration functions of the business between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time, Monday through Friday. All documentation must reflect the Broker's street address, local and toll free telephone number.

The Broker shall provide scheduling services with sufficient capacity Monday through Friday, 7:00 a.m. to 6:00 p.m., Eastern Time. Time of the actual transport is predicated on the need of the client. Scheduling and business functions may be closed on recognized State holidays including; New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Broker must have a telecommunications system and appropriate personnel available on-call to allow clients to schedule after-hours trips, including nights, weekends and stated holidays. The Broker will be responsible for arranging transportation services for non-routine appointments, urgent call appointment (see Section 2.37) and for replacing disabled or otherwise unavailable vehicles after hours.

## **2.59 TELEPHONE SYSTEM AND SCHEDULING REQUIREMENTS**

The Broker must provide DMAP clients or persons or agents acting on behalf of the client, with long-distance toll free access to schedule trips. Access to the hearing and speech impaired may be satisfied by the use of the Delaware Relay Service (Appendix D). All calls to inquire of or schedule services by the Broker must be answered within five (5) rings. The Broker shall provide a live agent for each caller within a maximum of three minutes calculated from the end of the initial greeting or message plus any additional hold time after a courtesy live contact. On hold timeframe will not exceed an average of two (2) minutes. The telephone system must have an automatic reporting system that records and reports the number of calls received, number of calls placed on hold and length of time on hold, the number of abandoned calls listed by: incoming, from queue, the length of the call, number of incomplete calls that get busy signals and length of time until call is abandoned, the amount of telephone system inoperable time in excess of one (hour), per incident and the number of available operators by time of day and day of week.

All calls are to be answered within the three (3) minutes for a minimum of eighty percent (80%) of each month's total incoming calls. If the Broker fails to comply with this

requirement, DMMA may apply financial penalties against the monthly payment from DMMA up to \$500.00 per incident.

Personnel assigned to the service telephone lines must be trained in dispute resolution and shall maintain a courteous and polite attitude in all dealings with the public. Personnel must identify the Broker and themselves by name upon answering.

The Broker shall be responsible for obtaining periodic busy signal studies as requested by DMMA. Action to correct high busy signal conditions to DMMA satisfaction will be the responsibility of the Broker.

The Broker must have multilingual capabilities to address the communication/language needs in the State. If the Offeror is selected to be a Broker by this procurement process, a demonstration of the Offeror's telecommunications system may be required before negotiations on the Contract are complete.

#### **2.60 STAFFING REQUIREMENTS**

The Broker shall appoint and maintain, subject to DMMA approval, a full time Project Director for this contract who has sufficient authority for resource control to manage the allocation of resources to meet all RFP requirements without service interruption to DMAP clients. The Project Director must be located full time on site in Delaware for the duration of this contract. Supervisory personnel must be available to Broker staff in person or by telephone within a thirty (30) minute response time during all hours of operation.

The Broker must maintain sufficient levels of supervisory and support staff within Delaware with appropriate training and work experience to perform all contract requirements on an ongoing basis. The Broker must maintain staff representative of, or consistent with the demographic pattern of the state. The DMMA shall have the right to require reassignment or removal from this contract of any staff found unacceptable to the DMMA.

#### **2.61 EQUAL EMPLOYMENT OPPORTUNITY PLAN**

The Broker's staffing must demonstrate a commitment to minority participation in the Delaware project.

The Broker must develop an Equal Employment Opportunity Plan and submit it to DMMA for review and approval at least thirty (30) days prior to the start of operations. Modifications required by DMMA must be incorporated by the Broker within ten (10) working days of notification. In no case will a Broker be allowed to begin operations without an approved Equal Employment Opportunity Action Plan.

The Equal Employment Opportunity Plan must be revised on an annual basis and resubmitted for DMMA approval no later than June 30 of each year.

#### **2.62 CENTRAL BUSINESS OFFICE**

The Broker must establish a non-residential business office within State of Delaware. This business office must be centrally located within the State in an accessible location

for foot and vehicle traffic. The Broker may establish more than one business office within the State, but one centrally located non-residential business office must be designated as the central business office. All documentation must reflect the address of the location identified as the legal, duly licensed central business office. This business office must be open between the hours of 8:00 a.m. and 5:00 p.m., Eastern time, Monday through Friday.

The Project Director of the contract and scheduling staff must be located at the central business office. Scheduling staff must be in the office between the hours of 7:00 a.m. and 6:00 p.m., Eastern time, Monday through Friday.

The Broker must have the capacity to send and receive facsimiles at the central business office at all times during business hours. The Broker must provide an administrative telephone number that will enable DMMA staff to reach the Project Director directly, without going through other office staff. The Broker must also have the capacity to reproduce documents upon request, at no cost to DMMA.

### **2.63 MEETINGS**

The Broker shall meet with DMMA representatives at the DMMA office in New Castle at least monthly and upon request by DMMA to discuss the NET program and to answer pertinent inquiries regarding the program, its implementation and its operation. The Broker may be required to attend other meetings as requested by DMMA.

### **2.64 RECORD RETENTION**

The Broker shall maintain detailed records evidencing the administrative costs and expenses incurred pursuant to the contract, the provision of services under the contract, and complaints, for the purpose of audit and evaluation by the DMMA and other federal or state personnel. All records, including training records, pertaining to the contract must be readily retrievable within three (3) workdays for review at the request of DMMA and its authorized representatives. However the state retains the right to make unannounced visits to review records. All records shall be maintained and available for review by authorized federal and state personnel during the entire term of the contract and for a period of three (3) years thereafter, unless an audit is in progress. When an audit is in progress or audit findings are unresolved, records shall be kept for a period of five (5) years or until all issues are finally resolved, whichever is later.

### **2.65 TRANSPORTATION PROVIDER RECORDS**

The Broker must establish, maintain and provide upon request, the following records and related information in its files for each non-public transportation provider with which the Broker has entered into a service agreement:

- a. Copy of Broker's executed service agreement for each transportation provider.

- .b. Copy of transportation provider's registration or certification, if required from the Delaware Fire Prevention Commission and/or Department of Transportation.
- c. Vehicle records, including at a minimum the following documentation for each vehicle:
  - 1. manufacturer and model
  - 2. model year
  - 3. Vehicle Identification Number
  - 4. odometer reading at the time the vehicle entered service under this contract
  - 5. type of vehicle (car, mini van, wheelchair van or non-emergency ambulance)
  - 6. capacity (number of passengers)
  - 7. license tag number; insurance certifications;
  - 8. special equipment (lift, etc.)
  - 9. date, odometer reading and description of inspection activity (e.g., verification that vehicle meets RFP vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating, etc.)
- d. Records must be maintained of the initial inspection and all subsequent inspections.
- e. Driver records, including at a minimum the following documentation for each driver:
  - f. driver's name, date of birth and social security number;
  - g. copy of the Delaware driver's license;
  - h. prior driving record for previous three (3) years obtained from Delaware Division of Motor Vehicle;
  - i. first aid training certificates;
  - j. driver training course certificate; and
  - k. documentation of any complaints received about the driver and any accidents or moving violations involving the driver.

## **2.66 REQUESTS FOR TRANSPORTATION SERVICES**

At the time a request for transportation is received, a computerized client worksheet must be completed and maintained by the Broker that contains, at a minimum, the following information:

- a. unique transaction identification number;
- b. date and time of request;
- c. name of the DMAP client requiring transportation;
- d. requester name (if different);
- e. address of DMAP client;
- f. DMAP identification number;

- g. Attendant, escort, family member information
- h. No show indicator
- i. Actual pick up and drop off time
- j. point of origin if different from above address;
- k. point of destination;
- l. Mileage;
- m. Trip cost;
- n. type of medical reimbursable service to be received;
- o. date and time of medical appointment;
- p. mode of transportation requested;
- q. disposition of request, including type of transportation to be provided (public transportation, car, mini van, wheelchair van, non-emergency ambulance);
- r. Ancillary services authorized (parking, tolls, lodging, meals, attendant);
- s. scheduled date and time of pickup;
- t. identification of operator who recorded the request;
- u. identification of transportation provider to which the trip was assigned;
- v. Date/time of notification to transportation provider; and
- w. Referral, approval or denial(include reason) of transportation

The Contractor shall ensure that recipients arrive and are picked up at the pre-arranged times for appointments. The Contractor shall ensure that appropriate door-to-door or curb-to-curb service is provided. Offerors shall include specific information in their proposal to explain how this will be achieved.

The Broker shall maintain electronic (and when requested by DMMA, hard copy) files in a format approved by the State on the above information on transportation expenditures, by transportation provider, that justify the number of trips.

The Broker must establish and maintain client files in hard copy and electronic format as approved by the State whenever a complaint or appeal is filed by or on behalf of a client. These files must be available upon request of DMMA or its agent within three (3) working days of the request.

## **2.67 SERVICES PROVIDED**

The Broker must maintain such records in electronic format and hard copy as approved by the State as necessary to fully disclose the extent of services provided and to furnish DMMA with information regarding services as may be periodically requested. Required records include completed vehicle manifests.

Vehicle manifests are to be completed by each vehicle driver daily and must contain the following information:

- a. transportation provider name;
- b. vehicle number;
- c. vehicle operator name;

- d. client name;
- e. client Medicaid number;
- f. time of medical appointment (if applicable);
- g. pick up point;
- h. destination;
- i. scheduled pick up time;
- j. actual arrival time at pick-up point;
- k. actual departure time from pick-up point;
- l. odometer reading at point of pick-up;
- m. odometer reading at point of drop-off;
- n. name of escort and relationship to client;
- o. date of service; and
- p. name of Broker-provided attendant (if applicable).

## **2.68 RECORDS OF COMPLAINTS**

The Broker must maintain a written log for a period of three (3) years of all complaints received concerning service under this contract, indicating resolution including a brief description of any corrective action taken. Copies of this log must be submitted within three (3) working days if requested by DMMA.

## **2.69 REPORTING**

The Broker must provide reports and summaries upon request and as specified by DMMA. DMMA will provide the Broker with a copy of each of the required reporting formats upon final execution of the contract. The Broker must provide reports by the 30<sup>th</sup> calendar day of the month following the month of Broker payment to direct service providers. Reports shall include all data as specified in this RFP.

The final report is due by the 30<sup>th</sup> calendar day of the month following the month of termination of the contract. Reports include, but are not limited to, the following:

## **2.70 DRIVER REPORTS**

The Broker shall provide DMMA, on hard copy and electronic format, a listing of entities providing transportation services on behalf of the Broker and a roster of all drivers before the start of operations. Drivers must be listed separately for each transportation provider. The roster shall indicate, at a minimum, the driver's name, Delaware driver's license number, and social security number. The carrier listing and driver roster shall be updated to reflect additions and deletions in carriers and personnel, and delivered to DMMA each calendar quarter. This roster is due by the 30<sup>th</sup> calendar day of the month following the end of the reporting quarter.

## **2.71 VEHICLE REPORTS**

The Broker shall provide DMMA with a listing of all vehicles placed in service for the performance of obligations under this contract before the start of operations. The list shall include for each vehicle:

- a.name of transportation provider;
- b.manufacturer and model;
- c. model year;
- d.Vehicle Identification Number; and
- e.type of vehicle (car, mini van, wheelchair van or non-emergency ambulance).

The roster shall be updated to reflect vehicle additions and deletions, and delivered to DMMA each calendar quarter. This roster is due by the 30<sup>th</sup> calendar day of the month following the end of the reporting quarter.

## **2.72 TRANSPORTATION SERVICES - DETAIL REPORTING VIA ENCOUNTER DATA**

The selected NET Broker shall collect and submit to the DMMA detailed encounter data on each trip made in behalf of a DMAP client. Such encounter data must be in compliance with the Health Insurance Portability and Accountability Act (HIPAA) in the approved 837 Transaction format and values. The encounter files (see Appendix M). shall be transmitted to the State and/or the State's fiscal agent, EDS, via wire transmission. Disk, tape, cartridge or other such physical transmission is not permitted for the encounter file. The data will be processed in a manner similar to claims processing except that no payment per claim will be generated. The data must be transmitted with a 95% validity and accuracy or better. Failure to report encounter data accurately and timely may result in delay of future payments and possibly termination of the contract for inadequate performance. Claims that do not pass basic editing must be resubmitted by the Transportation Broker. All costs, including telecommunications equipment and expense, computer hardware, and software, associated with collecting and transmitting encounter data to DMAP shall be borne by the Broker.

The State requires additional data, or transmissions, of encounter data that will include supplemental data to the HIPAA approved 837 Transaction. These additional transmissions will include encounter data, as well as, data to validly and accurately ascertain the Transportation Broker's performance in areas such as, but not limited to the following:

- a. timely response to client inquiries,
- b. timely reply to telephone traffic,
- c. correct determination and selection of mode of transportation,
- d. proper and timely handling of client fair hearing requests, and
- e. reporting of customer satisfaction.

The encounter data are due thirty (30) calendar days following the month of payment by the Broker and shall be reported by month of service. The electronic media must be supported by a summary report, as described in the following section. Totals included in the summary report must balance to the detail reporting information or both the detail and summary reporting will be rejected by DMAP and corrected reports required.

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## **2.73 HIPAA**

The contractor is expected to comply with the Health Insurance Portability and Accountability Act (HIPAA) Final Rules and Standards related to the electronic transactions of data between the contractor and FHSC, electronic correspondence between the contractor and DMMA, and transmission within and out of the contractor's corporate network including any ISPs. These HIPAA standards involve:

- a. The Privacy of Individually Identifiable Health Information;
- b. Standards for Electronic Transactions; National Standards for Employer Identifiers;
- c. National Standards for Health Care Provider Identifiers; and the
- d. HIPAA Privacy and Security Regulations.

The contractor will be expected to provide DMMA with a written Security Plan that describes the use of data that will be transmitted to DMMA or FHSC or reside in the custody of the contractor. FHSC may also require an executed HIPAA trading partner agreement with the contractor.

## **2.74 CONNECTIVITY PLAN**

In the Proposal, the Offeror will provide DMMA Information Management with a connectivity plan to include, but not be limited to, connection endpoints, bandwidth, type of line, and expected protocols and application-to-application connection details.

## **2.76 TRANSPORTATION SERVICES - SUMMARY REPORTING**

The following summary reports must be submitted on paper or acceptable electronic media as approved by DMMA and in the quantity specified by DMMA:

1. A monthly report showing the number of trips, number of unduplicated clients, and the total number of miles, broken out by mode of transportation service provided. This report is due by the 30<sup>th</sup> calendar day of the month following the month of payment and shall be reported by month of service. The report must balance to the detail reporting information described in Section 2.73 or both the detail and summary reporting will be rejected by DMMA and corrected reports required.
2. An annual state fiscal year report showing the number of trips, number of unduplicated clients, and the total number of miles, broken out by mode of transportation service provided. This report is due by June 30<sup>th</sup> each year following the end of the state fiscal year.

## **2.77 REPORTS OF ACCIDENTS AND MOVING VIOLATIONS**

The Broker shall notify DMMA or its agent immediately of any accident resulting in driver or passenger injury or fatality while delivering services under this contract. The Broker shall file a written accident report with DMMA within ten (10) working days of the accident and will cooperate with DMMA during any ensuing investigation. A police report is also required as supporting documentation. The Broker shall notify DMMA immediately of any moving violations that occur while delivering services under this contract. The Broker must provide a copy of the police report within ten (10) working days of the moving violation.

The Broker shall maintain copies of each accident report in the files of both the vehicle and the driver involved in the accident. Police reports associated with moving violations must be maintained in the file of the responsible driver.

The requirements of Section 2.77 must be incorporated in all service agreements between the Broker and transportation providers.

#### **2.78 TELECOMMUNICATIONS SYSTEM REPORTS**

On a monthly basis, the Broker must provide reports produced by the telephone system used in scheduling appointments to DMMA or its agent. The content of the report will be provided by DMMA.

#### **2.79 ANNUAL FINANCIAL REPORTS**

The Broker must submit an annual certified financial audit through the close of each state fiscal year, calendar year or tax reporting year within six (6) months of the close of the year just ended. The Broker will inform DMMA of the Broker's choice of reporting year within thirty (30) calendar days of contract execution. The Broker must also submit unaudited quarterly financial reports, such reports to be due forty-five (45) calendar days following the end of each quarter of the Broker's reporting year.

#### **2.80 COMPLAINT SUMMARY REPORT**

As described in Section 2.52 and 2.53, the Broker must compile and analyze complaints on file on a monthly basis. A written summary must be sent to DMMA by the 30th calendar day of the month following the month of activity, including the number of complaints by type and a description of corrective actions taken.

## **2.81 OTHER REPORTING**

Other reporting requirements specified throughout the RFP are reiterated in the following paragraphs.

The Broker must provide by a date determined by DMMA other information that may be required by DMMA to monitor the Broker's performance under this contract. This includes any reports developed as part of the requirements in Section II. The Equal Employment Opportunity Plan must be revised on an annual basis and resubmitted for DMMA approval no later than June 30 of each year.

A disaster recovery plan must be submitted to DMMA for review and approval at least thirty (30) calendar days prior to the start of operations. Modifications required by DMMA must be incorporated by the Broker within ten (10) calendar days of notification. In no case will a Broker be allowed to begin operations without an approved disaster recovery plan. The Broker must update on an annual basis and submit a complete revised plan within fifteen (15) working days following the end of the contract year. In addition, the Broker must complete interim updates within ten (10) working days of change in procedures.

No later than six (6) months after the contract is awarded, or upon a date approved by DMMA, the Broker shall provide a turnover plan to DMMA for approval. Thereafter, an updated turnover plan will be due annually to coincide with the anniversary of delivery of the initial plan and additionally as may be requested by DMMA. The turnover plan shall be submitted to DMMA for approval on the dates set or within thirty (30) calendar days of a special DMMA request. After those dates, ten percent (10%) of the payments to the Broker will be withheld until the turnover plan is received and approved by DMMA.

## **2.82 COMPUTER REQUIREMENTS**

The Broker will be required to provide an architectural diagram of their system network. The Broker must maintain in the central business office sufficient computer hardware and software to support automated call intake, eligibility verification, needs assessment, and trip reservations, as well as to meet the monthly reporting requirements established under this RFP.

The Broker must use the approved Eligibility Verification System (EVS) options listed in this RFP to determine clients eligibility and to maintain the most current DMAP eligibility information. As part of the operational readiness test, the Broker must produce verification of successful testing with the State's fiscal agent for the eligibility verification options listed in Section I of this RFP.

The Broker may be required to accept and load in a computer database, on a monthly basis, Medicaid health care provider files for use in identifying the destination health care provider. The Broker may be required to demonstrate the ability to accept, load, and utilize the provider file during operational readiness testing. The State will provide the format and specifications of the provider file download. The Broker may be required to maintain the State's provider ID number and the provider's FEIN as a cross-reference at a minimum for identification. The Broker's automated provider file must include all data required to submit encounter data to the State's MMIS including provider Taxonomy.

The reservation/scheduling/NET software utilized by the Broker must have the following capabilities:

- a. maintain a database of transportation providers with which the Broker has service agreements, including reimbursement and other information needed to determine trip assignments;
- b. automatic address validations, distance calculations and trip pricing, if applicable;
- c. standing order subscription trip and random trip reservation capability;
- d. ability to determine if public transportation or other fixed route services are available to the clients;
- e. ability to determine if federally funded or volunteer transportation is available to the clients;
- f. ability to capture all data elements required by the computerized client worksheet, as defined in Section II; and
- g. must be currently commercially available, or if proprietary or a modified commercial product, currently operational in at least one site and available for demonstration to the State.

The Broker shall obtain maintenance contracts sufficient to ensure the efficient operation of the system in compliance with this RFP, with equipment and software suppliers for the duration of the contract. The maintenance contracts shall provide upgrades, enhancements, and bug fixes.

All hardware, software, and firmware products, individually and in combination, shall be compatible with the Delaware's MMIS and the State's LAN and personal computer capabilities.

The Broker must submit test files for State and the State's fiscal agent's review and approval prior to the start of operations. The test files must be received by the State and fiscal agent sixty (60) calendar days prior to the implementation date.

All data stored electronically using the Broker's computer system must be backed up on a daily basis and stored at an off-site location approved by the State.

## **2.83 DISASTER RECOVERY PLAN**

The Broker must develop and maintain a disaster recovery plan designed to minimize any disruption to transportation services caused by a disaster at the Broker's central business office or other facilities. It is the sole responsibility of the Broker to maintain adequate backup to ensure continued scheduling and transportation capability.

At a minimum, the disaster recovery plan must include the following components:

- a. measures taken to minimize the threat of a disaster at the Broker's central business office and other facilities, including physical security and fire detection and prevention;
- b. provisions for accepting client telephone calls and scheduling transportation in the event of a disaster at the Broker's central business office or the failure of the Broker's telephone system;
- c. procedures utilized to minimize the loss of required records in the event of fire, flood or other disaster; and
- d. off-site storage.

This disaster recovery plan must be submitted to DMMA for review and approval at least thirty (30) calendar days prior to the start of operations. Modifications required by DMMA must be incorporated by the Broker within ten (10) calendar days of notification. In no case will a Broker be allowed to begin operations without an approved disaster recovery plan. The Broker must update on an annual basis and submit a complete revised plan within fifteen (15) working days following the end of the contract year. In addition, the Broker must complete interim updates within ten (10) working days of change in procedures.

#### **2.84 LICENSE, PERMIT AND CERTIFICATION REQUIREMENTS**

The Broker must assure that transportation providers maintain current licenses, permits or certifications as required by all levels of government in Delaware for the operation of necessary vehicles.

#### **2.85 TURNOVER TASK**

Prior to the conclusion or non-renewal of the contract, or in the event of a termination for any reason, the Broker shall provide assistance in turning over the Broker functions to DMMA or its agent, as specified below.

#### **2.86 TURNOVER PLAN**

The specific objectives of the Plan are to provide for an orderly and controlled transition of the Contractor's responsibilities to a successor contractor at the end of the contract period and to minimize any disruption of non-emergency transportation services provided to recipients.

No later than six (6) months after the contract is awarded, or upon a date approved by DMMA, the Broker shall provide a turnover plan to DMMA for approval. Thereafter, an updated turnover plan will be due annually to coincide with the anniversary of delivery of the initial plan and additionally as may be requested by DMMA. The plan shall include:

- a. Proposed approach to turnover, in paragraph form, along with a work plan, including the tasks and time line schedule for the turnover;
- b. An estimate of the number of full-time equivalents (FTEs) and type personnel needed to operate all functions of the turnover plan. The statement shall be separated by service area and by type of activity of the personnel.
- c. A statement of all facilities and resources currently required to operate the Broker functions, including, but not limited to:
  - data processing equipment,
  - reservation/scheduling software,
  - system and special software (data base and telecommunications),
  - other equipment,
  - office space,
  - transport and service provider network, and
  - a statement indicating that DMMA would have license to utilize the Broker's software until a new Broker can be selected and become operational in Delaware.

The statement of resource requirements shall be based on the Broker's experience in the operation of the Broker functions and shall include actual Broker resources devoted to the operation of all tasks required by this RFP.

The turnover plan shall be submitted to DMMA for approval on the dates set or within thirty (30) calendar days of a special DMMA request. After those dates, ten percent (10%) of the payments to the Broker will be withheld until the turnover plan is received and approved by DMMA.

## **2.87 TURNOVER SERVICES**

The Broker will:

- Provide to DMMA or its agent by a turnover date to be determined by DMMA, all current, updated and accurate reference files, and all other records as will be required by DMMA or its agents to perform the duties of:
  - a. recruiting and negotiating with transportation providers;
  - b. payment administration;
  - c. gatekeeping;

d.reservations and trip assignments;  
e.quality assurance, and  
f. administrative oversight/reporting;

- Submit to DMMA any inventory of training manuals, operational procedures manuals, brochures, pamphlets, and all other written materials developed in support of this RFP/Contract activity.
- Upon request by DMMA, begin training the staff of DMMA or its designated agent in the required Broker operations. Such training must be completed at least one month prior to the end of the contract or on a date specified by DMMA.

## **2.88 DELIVERABLES**

The Broker will provide:

- a. An initial turnover plan on a date approved by DMMA for DMMA review and approval, and
- b. Annual updates to the plan on a schedule to be established by DMMA.

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### SECTION III

## CONTRACT

#### A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

#### B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability	\$1,000,000
and	
b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	
c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	
d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- |   |                     |
|---|---------------------|
| e) Automotive Liability (Bodily Injury)   | \$100,000/\$300,000 |
| f) Automotive Property Damage (to others) | \$ 25,000           |

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

- a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which

DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
  - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
  - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

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To the Contractor at:

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13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.

15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix .....

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.

18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.

Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.

Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any

other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.

24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

#### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor,

*if required by the State of Delaware Budget and Accounting Manual, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved*

Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.

2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The

Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40), effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are

included as Appendix \_\_\_\_ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors adherence with this policy and related protocol(s) established by the applicable Division.

6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Rita M. Landgraf  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

## Appendix A

### **DIVISIONAL REQUIREMENTS**

1. The Contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications and all other requirements contained in Request for Proposal HHS-10-091
2. The Contractor must maintain documentation, as identified in the RFP to support all payment claims submitted to and paid by the Division of Medicaid and Medical Assistance (DMMA) (The Division).
3. The Contractor agrees to submit monthly, quarterly, and annual program performance reports, as well as other reports as required by the Division. Payments may be withheld if the Contractor fails to comply with these requirements.
4. The Contractor's fiscal records and accounts, including those involving other programs that may be substantially related to this contract, shall be subject to audit by duly authorized Federal and State officials.
5. The Contractor agrees that the project will be carried out in accordance with the policies and procedures established by the Department, and the terms and conditions of this contract and RFP application as approved by the Department.
6. The Contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program.
7. The Contractor agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
8. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
9. The Contractor will provide the program coordinator (i.e. name as provided on the Certificate of Insurance, in the Certificate Holder location) with copy of insurance's held and will provide copy of same when there is any change in status to policy.

**NOTE: Additional requirements may be added to this section based upon finalized contract negotiations.**

### **3.00 PROCUREMENT APPROACH**

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. The State will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State of Delaware.

The component parts of the contract between the State of Delaware and the contractor selected from the evaluation of responses to this RFP shall consist of:

- a. The Delaware contract signed by all parties, including the DHSS contract boilerplate, and any subsequent amendments to that document;
- b. The RFP, inclusive of appendices and exhibits;
- c. Any amendments to the RFP; and
- d. The contractor's proposal and any written clarifications or representations incorporated as part of the procurement process.

The order of precedence among the contract components shall be, first, the contract for professional services; second, the RFP and any amendments to it; and third, the contractor's proposal, including any clarifications requested and incorporated therein by the State of Delaware.

In the event of any conflict between the terms and provisions of the Delaware Contract resulting from this RFP and other documents executed preliminary to construction of the contract, the terms and provisions of the contract shall prevail over conflicting terms and provisions in other documents.

The Procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with state laws and regulations.

The contract award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the State taking into consideration price and other criteria set forth in the RFP.

Proposals will be thoroughly evaluated to identify which are acceptable. The evaluation and selection process is described in Section VI.

### **3.01 USE OF SUBCONTRACTORS**

If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the subcontractor, the service(s) to be provided and its' qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary CONTRACTOR. The contract with the prime CONTRACTOR will bind sub or

CO-CONTRACTORS to the prime CONTRACTOR by the terms, specifications and standards of the concept planning document and any subsequent proposals and contracts. All such terms, specifications and standards shall preserve and protect the rights of the Agency under the concept planning document and any with respect to the services to be performed by the sub or CO-CONTRACTOR, so that the sub or CO-CONTRACTOR will not prejudice such rights. Nothing in the concept planning document shall create any contractual relation between any sub or CO-CONTRACTOR and the Agency.

### **3.02 TIMETABLE**

The timetable in Appendix K is anticipated for the procurement process.

### **3.03 SUBMISSION OF PROPOSALS**

Each qualified Offeror shall submit a proposal for a statewide program. The bid must include the provision of services to all eligible DMAP clients.

Proposals must be submitted in two (2) sections: Technical and Business Proposals. The required format and specific content of proposals are specified in Section IV and Section V. The following is a brief description of the two proposal sections.

**Technical Proposal:** The Technical Proposal will be divided into two (2) parts. In general, the Technical Proposal will include a proposal letter, a transmittal letter, and the plans for delivery of the services required by this RFP.

**Business Proposal:** The Business Proposal will include all required price proposal support schedules.

**Confidential Information:** The Offeror may include a separate disk for Confidential Information. The information that can be considered Confidential and excluded from release under the Freedom of Information Act (FOIA) is limited to: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Resumes; 3) Organization Charts; 4) Proprietary information. Confidential information must be limited to one (1) set of up to three (3) CDs.

Proposals must be formatted to an 8 ½ x 11 paper size and should be typed double-spaced, each page numbered, and each section of the proposal must be tabbed.

***All responses must be received by no later than November 8, 2010 @11:00AM EDT Late submission is cause for disqualification. DO NOT RELY ON OVERNIGHT SERVICES FOR DELIVERY.***

Notification of acceptance will be made in writing to all bidders.

All questions concerning this request must be in writing and directed ONLY to Joyce Pinkett. Written questions must be submitted by e-mail to Joyce.Pinkett@state.de.us no later October 11, 2010 @ 12:00 PM for consideration.

All proposals become the property of the State of Delaware and will not be returned to the CONTRACTOR.

The outside cover of the package containing the proposal(s) shall be marked as follows:

**TRANSPORATION BROKER**  
HSS-10-091  
(NAME OF OFFEROR)

### **3.04 PERFORMANCE BOND AND PAYMENT BOND**

Not required.

### **3.05 RULES OF PROCUREMENT**

To facilitate the procurement of Brokers for these contracts, various rules have been established; they are described in the following paragraphs.

### **3.06 FUNDING DISCLAIMER CLAUSE**

The Department of Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement without prior notice in the event the State determines that state or federal funds are no longer available to continue the Contract.

### **3.07 RESERVED RIGHTS**

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this concept planning document;
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time;
- If negotiations fail to result in an agreement within two (2) weeks, the Division of Medicaid and Medical Assistance may terminate negotiations

and select the next most responsive and responsible bidder, re-advertise, prepare and release a new concept planning document, or take such other action as the Department may deem appropriate.

### **3.08 CONTRACT TERMINATION CONDITIONS**

The Department may terminate the contract(s) resulting from this request at any time that the CONTRACTOR fails to carry out the provisions of the proposals or make substantial progress under the terms specified in this request and the resulting proposal.

The Department shall provide the CONTRACTOR with thirty (30) days written notice of conditions endangering performance. If, after such notice, the CONTRACTOR fails to remedy the conditions contained in the notice, the Department shall issue the CONTRACTOR an order to stop work immediately and deliver all work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

Upon receipt of not less than thirty (30) days written notice, the CONTRACTOR may be terminated on a date prior to the end of the contract period without penalty to either party.

### **3.09 INDEPENDENT PRICE DETERMINATION**

A proposal will not be considered for award if the price in the proposal was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.

### **3.10 RFP ADDENDA**

DMMA reserves the right to issue addenda to this RFP prior to the date of proposal submission. All addenda to this RFP will be in writing with content and number of pages described. All Addenda will be posted on the State website.

Any addenda or answers to written questions supplied by DMMA to potential Offerors will be through a formal addendum form. Offerors should sign, date and include all addendum forms in the Technical proposal as proof that changes to this RFP were received and accepted by the Offeror.

### **3.11 INVESTIGATION OF CONTRACTOR'S QUALIFICATIONS**

DMMA may take such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as DMMA may request for this purpose.

### **3.12 REQUEST FOR PROPOSAL AND FINAL CONTRACT**

The contents of the Request for Proposal will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms and conditions of the Request for Proposal, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

### **3.13 AMENDMENTS TO PROPOSAL**

Amendments to proposals will not be accepted after the submission deadline for proposals has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all CONTRACTORS submitting proposals.

### **3.14 COST OF PROPOSAL PREPARATION**

All costs of proposal preparation will be borne by the bidding Contractor.

### **3.15 FREEDOM OF INFORMATION**

Due regard will be given to the protection of proprietary information contained in all proposals received; however, offerors should be aware that all materials associated with this procurement are subject to the terms of the Freedom Of Information Act, the Privacy Act and all rules, regulations and interpretations resulting there from. The Offerors may exclude from release under FOIA; 1) Resume, 2) Organizational Charts, 3) Fiscal (other than RFP Budget) and 4) Proprietary information. This information will be included on one (1) set of up to three (3) CDs marked "CONFIDENTIAL." It will not be sufficient for offerors to merely state generally that the proposal is proprietary in nature and not, therefore, subject to release to third parties. Price and cost alone do not meet exemption requirements.

### **3.16 FRAUD AND ABUSE**

The Contractor shall not knowingly take any action or fail to take any action that could result in an unauthorized benefit to the Contractor, its employees, its subcontractors, its vendors or to a client.

The Contractor commits to preventing, detecting, investigating, and reporting potential fraud and abuse occurrences, and shall assist DMMA and the U. S. Department of Health and Human Services (DHHS) in preventing and prosecuting fraud and abuse in the non-emergency transportation program.

The Contractor acknowledges that DMMA, DHHS, and/or Office of the Inspector General, has the authority to impose civil monetary penalties on individuals and entities that submit false and fraudulent claims related to the non-emergency transportation program.

The Contractor shall immediately notify the Department when, in its reasonable judgement, potential fraud or abuse by a client or a transportation provider exists, including, but not limited to, the following situations:

- 1) False statements, misrepresentation, concealment, failure to disclose, and conversion of benefits;
- 2) Any giving or seeking of kickbacks, rebates, or similar remuneration;
- 3) Charging or receiving reimbursement in excess of that provided by DMMA; and
- 4) False statements or misrepresentation made by a provider, subcontractor, or client in order to qualify for the non-emergency transportation program.

The Contractor shall cease any conduct that DMMA or its agent identifies as being out of compliance with or deems to be abusive of the policies on the non-emergency transportation program, and to take any corrective actions requested by DMMA or its agent.

The Contractor must provide full and complete information on any employee or subcontractor who has been convicted of a civil or criminal offense related to that person's involvement under Medicare, Medicaid, or any other federal or state assistance program prior to entering into or renewing this contract.

### **3.17 Contract Term**

The initial contract term will be from the date of issuance January 1, 2011 until December 31, 2012. DMMA may, at its sole discretion, subsequently renew the contract three (3) times, subject to funding authority and satisfactory performance, for terms of up to one (1) year each. Each renewal shall be executed no later than November 1ST of each year preceding the term of renewal. As to each term, the contract shall terminate absolutely at the close of the then current calendar year without further obligation by DMMA.

**SECTION IV**  
**FORMAT AND CONTENT OF RESPONSE**

**4.00 BUSINESS PROPOSAL**

Proposals should contain the following information, adhering to the order as shown.

Title Page

The Title Page shall include:

- The RFP # and subject
- The name of the applicant
- The applicant's full address
- The applicant's telephone number
- The name and title of the designated contact person
- The bid opening date (state the date and time)

Table of contents

The Table of contents shall include a clear and complete identification of information presented by section and page numbers.

The Offeror must submit a separate sealed Business proposal. The offeror must include two originals and eight copies properly marked "Section IV Business Proposal" Non-Emergency Transportation Services HSS-10-091. The Business Proposal must consist of:

1. Completed Budget Schedules (Schedules D 1 through 5)
2. Budget Narrative.
3. Statement as described in Section 7.120.

The Offeror shall propose a single all-inclusive monthly capitation rate. The all-inclusive monthly capitation rate shall be a "per client, per month" rate. The rate proposed will cover all eligible clients in the State and will be the contractor's compensation for ensuring that every eligible client is provided with all necessary and appropriate non-emergency transportation in a timely and efficient manner.

No cost information or other financial information may be included in any other portion of the proposal. Any proposal that fails to adhere to this requirement may be disqualified as non-responsive.

The Business Cost proposal is limited to twelve (12) pages, not including financial statements or equivalent information.

The Business proposal will be evaluated as described in Section VI Evaluation.

#### **4.01 AUDITED FINANCIAL STATEMENTS**

Audited financial statements or equivalent information for the applicable legal entity (Offeror) must be provided for each of the last two appropriate fiscal years. Such statements or equivalent information shall be specifically related to the Offers provision of non-emergency transportation services.

#### **4.02 BUDGET NARRATIVE.**

The budget narrative is intended to more fully explain items and costs associated with the Budget Schedules you complete for this project proposal. The narrative should supply a clear, concise, and accurate narrative. Some of the general topics that should be addressed include, but are not limited to:

- Budget items based on projections and/or assumptions that may need justification. Describe the basis for cost calculations and any rationale that may serve to support the process used.
- Provide any information that may help reviewers understand items in the budget. Particularly, how the capitation rate was developed based on the information provided in the budget schedules and program data on clients in the eligible population.

#### **4.03 ADDITIONAL STATEMENT**

The Offeror shall provide a statement that attests that no sanction, penalty or compliance action has been imposed on the resultant Contractor within the three years immediately preceding the date of the Offerors response to this RFP that could jeopardize the resultant Contractor's ability to fulfill all contract requirements.

#### **4.04 PAYMENT**

This Section describes the payment process.

#### **4.05 MONTHLY OPERATIONAL PAYMENT**

DMMA will pay the Broker the proposed monthly amount per eligible as specified in Budget Schedule D-4, multiplied by the unduplicated count of eligibles for the NET services during the month. DMMA will generate the roster reflecting the number of eligibles and appropriated rate per eligible.

DMMA reserves the right to deduct liquidated damages from the Contractor's monthly payment. DMMA shall notify the Contractor in writing of any claim for damages at least ten (10) working days prior to the date DMMA deducts such sums.

In the event that operation of the program commences on any day other than the first day of the month, payment for that month shall be pro-rated based upon a ratio of the number of calendar days of operation to the number of calendar days in the month.

In the event of one or more renewals of this contract, the monthly capitation rate shall be the amount identified in the successful Offeror's price proposal.

#### **4.06 ANNUAL PAYMENT REVIEW**

DMMA will review the per capita payment rate on an annual basis and may make an adjustment to the rate to ensure sound business practices.

#### 4.07 Instructions Budget Schedules D and Budget narrative

##### General:

- A. All requested information **must** be given in the format provided.
- B. Costs charged to this grant are to be only those costs reasonable and necessary to provide the services as outlined in this application.
- C. Make additional copies of Budget Forms as needed.
- D. The Budget **must** be accompanied by a **Budget Narrative** which explains the costs presented in the Budget and provides justification.
- E. No more than fifteen percent (15%) of the reimbursement shall be for administrative costs, corporate overhead and profit.

##### Schedule D-1 Line Item Detail

**Costs allocated in Line Items 1 through 9 must reflect administrative costs only.**

**Column A** provides a list of Line Item budget categories used to develop the budget.

**Column B** is used to allocate costs between the line items listed in Column A for the Implementation period described in the RFP.

**Column C** is the proposed budget for the first year of the contract. January 1, 2011 through December 31, 2011.

**Column D** is the proposed budget for the second year of the contract. January 1, 2012 through December 31, 2012.

**Column E** is the sum of Columns B through D

**Line A-1 Salaries and Line A-2 Fringe Benefits are entered from the Salary Back-Up Schedule D-2 and the Fringe Benefits Back-Up Schedule D-3 respectively.**

##### **Line A-3 Travel/Training**

- Mileage  
Enter the funds applicable to Mileage. The total should reflect the actual amount to be paid out to employees. Mileage is to be calculated by multiplying the cost per mile by the total number of miles. This calculation must be shown in Line A-3 under Mileage.
- Training

Enter the funds applicable for any administrative staff training. Training may also include subscription and association dues.

- **Total**  
Insert a total for all Travel/Training.

- **Line A-4 Contractual**

- **Rent**  
Enter the cost applicable to rent. Only the portion of the facility utilized by the program can be applied to the project. The rate is not to exceed the fair rental value of the space. (Rate is based on a square feet per annum basis). Show calculation on Line A-4, Rent.
- **Utilities**  
Enter the funds applicable to heat, water, electric, etc. When costs are applicable to more than one program, cost should be pro-rated and method used should be addressed in the Budget Narrative.
- **Telephone, Printing/Advertising**  
Enter the fund applicable to the above items.
- **Repairs**  
Enter the funds applicable to repairs. Specify the type of repairs and address the need in the Budget Narrative.
- **Other**  
Identify the specific item(s) on the form and address in Budget Narrative.
- **Total**  
Insert a total for all Contractual items.

- **Line A-5 Supplies**

- **Office Supplies, Vehicle (oil, gas, etc.), Program Supplies, Postage, Photocopy, Other.**  
Enter the funds applicable to the above categories in the appropriate columns.
- **Total**  
Insert totals for Supplies.

- **Line A-6 Consulting**

- Enter funds that will be used for consulting service. Specify how the funds will be used and why the service cannot be provided by the Offerors staff.
- **Total**  
Insert totals for Consulting

- **Line A-7 Computer Resources**

- Enter the amount of funds that will be used to support the necessary function listed under Section II of the RFP and any other related costs.
- **Total**  
Insert totals for Computer Resources

- **Line A-8 Furniture /Equipment**

Self explanatory.

- **Total**  
Insert totals for Furniture/Equipment
- **Line A-9 Subcontractor Services**  
List any services provided by a subcontractor that could be considered an administrative cost. (For Example Janitorial Services)
- **Total**  
Insert totals for Subcontractor Services
- **Line A-10 Total Administrative Costs**  
Insert total of lines A-1 through A-9
- **Line A-11 Transportation Costs**  
Enter the cost of service that will be provided either by service providers or through public transportation. (For Example, contracts with transportation providers under contract with the Broker would fall under provided by service provider. Service provided by the Delaware Transit Corporation would be listed under by public transportation)
- **Total**  
Insert totals for Transportation Services.
- **Line A-12 Call Center Costs**  
Enter the costs associate with call center operation. The cost should be specified according to line item categories such as: salary cost, fringes, telephone lines etc.
- **Total**  
Insert totals for Call Center.
- **Line A-13 Other Costs**  
Enter all other direct costs not specified on lines A-11 and A-12.
- **Total**  
Insert totals for Other Costs
- **Line A-14 Total Direct Costs**  
Insert total of lines A-11 through A-13.
- **Line A-15 Profit**  
Self Explanatory
- **Line A-16 Total All Costs**  
Insert total of lines A-10, A-14 and A-15..

## Schedule D-2 Salary Back-Up

### Specific Line Item Instructions

Schedule D-2 - Salary Back-up (Separate line for each person/position)

Agency, enter name of your organization.

Schedule D-2 **must** be completed for each of the periods indicated. **First Contract Year** and **Second Contract Year**. Check the appropriate box for the period the budget covers.

In the column marked 1 Name of Person: Indicate the name of each person whose time is directly allocated to this program. If a person occupies two positions, show both positions with the appropriate time for each. Staff includes full and part-time staff.

In the column marked 2 Position Title: Indicate the position title (and work location, if appropriate). Position Titles should agree with job descriptions.

In the column marked 3 Project Hours/Total Hours: Indicate the number of hours per week to be charged to this grant for each position. Show this number in relationship to the number of hours per week the person works for the agency.

*Example: Person works 40 hours per week for agency but spends only 30 hours per week with the clients under this project. Column 3 would show **30/40***

In the column marked 4 Percentage of Time Spent on Project: Indicate for each staff person the percentage of his/her total weekly work hours (rounded to the nearest whole number) which will be spent on activities related to the project.

In the column marked 5 Total Annual Salary: Indicate for each staff person the total annual salary (Note that the total annual salary of each staff person should be included here, regardless of the percent of time spent on the project.)

In the column marked 6 Total Salary Charged to DMAP Funds: Identify the The total salary for the person listed that will be charged to this grant. This should be the amount in Column 5 multiplied by the percentage in Column 4.

**Indicate the total of each column as appropriate on the bottom line.**

**Enter Totals on Budget Schedule D-1 Line 1.**

## Schedule D-3 Fringe Benefit Detail

### Specific Line Item Instructions

Schedule D-3 - Salary Back-up (Separate line for each person/position)

Agency enter of your organization.

Schedule D-3 **must** be completed for each of the periods indicated. **First Contract Year** and **Second Contract Year**. Check the appropriate box for the period the budget covers.

In the columns marked 1 and 2 Name of Staff Person and Position Title: Indicate the name and title of any staff members whose fringe benefits will be covered under the contract for the program. Staff includes full or part-time staff. This list should correspond to Salary Back-Up, Schedule D-2.

In the column marked 3 Fringe Benefit Rate: Indicate for each staff person the fringe benefits rate. This rate should be calculated based on costs such as FICA, Unemployment Insurance, Medicare, Workers Compensation, health insurance, and/or other appropriate benefits provided to employees. The Fringe Benefit rate should be presented as a percentage, rounded to the nearest whole number.

In the column marked 4 Total Fringe Benefit Amount: Indicate for each staff person the total annual amount of fringe benefits. (Note the total annual fringe benefits amount of each staff person should be included here, regardless of the percent of time spent on the project.)

In the column marked 5 Percentage of Time Spent on Project: Indicate for each staff person the percent of time spent on activities directly related to the project. Percents should be rounded to the nearest whole number. Note that for each staff person, the number in this column should correspond to the number in the same column in the Salary Back-Up, Schedule D-2.

In the column marked 6 Total Fringes Charged to DMAP Funds: Identify the The total fringes for the person listed that will be charged to this grant. This should be the amount in Column 4 multiplied by the percentage in Column 5.

**Indicate the total of each column as appropriate on the bottom line.**

**Enter Totals on Budget Schedule D-1 Line 2.**

**BUDGET SCHEDULE D-1**  
**LINE ITEM DETAIL**

	A	B	C	D	E
	Line Item		First Contract Year	Second Contract Year	TOTAL
1	Salaries				
2	<u>Fringe Benefits</u>				
3	<u>Travel/Training</u>				
	Mileage				
	Training				
	Total				
4	<b>Contractual</b>				
	Rent				
	Utilities				
	Telephone				
	Printing/Advertising				
	Repairs				
	Other (specify)				
	Total				
5	<b>Supplies</b>				
	Office Supplies				
	Program Supplies				
	Postage/Photocopy				
	Other (specify)				
	Total				
6	<u>Consulting</u>				
	(specify)				
	Total				

**Page 2**  
**BUDGET SCHEDULE D-1**

Agency Name: \_\_\_\_\_

	A	B	C	D	E
	Line Item		First Contract Year	Second Contract Year	TOTAL
7	<b>Computer Resources</b>				
	(specify)				
8	<b><u>Furniture/Equipment.</u></b>				
	(specify)				
	Total				
9	<b>Subcontractor Services</b>				
	(Specify by type of service)				
	Total				
10	<b>TOTAL ADMINISTRATIVE COSTS</b>				
11	<b><u>Transportation costs</u></b>				
	Provided by Service Providers				
	(specify)				
	Provided Pub. Transportation				
	(specify)				
	Total				

**PAGE 3**  
**BUDGET SCHEDULE D-1**

Agency: \_\_\_\_\_

	A	B	C	D	E
	Line Item		First Contract Year	Second contract Year	TOTAL
12	Call Center Cost "COST FOR DELAWARE LOCATION ONLY" (specify)				
	Total				
13	Other Costs				
	(specify)				
	Total				
14	TOTAL DIRECT COSTS				
15	PROFIT				
16	<u>TOTAL ALL COSTS</u>				

**BUDGET SCHEDULE D-2**  
**Salary Back-Up**

Agency\_\_\_\_\_

CHECK APPROPRIATE PERIOD : IMPLEMENTATION\_\_\_ FIRST YEAR CONTRACT\_\_\_ SECOND YEAR  
CONTRACT \_\_\_

1	2	3	4	5	6
Name of Staff Person	Position/Title	Project Hrs/Total Hrs	% Time Spent on Project	Total Annual Salary	Total Salary Charged to DMAP Funds
TOTALS					

**BUDGET SCHEDULE D-3**  
**Fringe Benefit Detail**

Agency \_\_\_\_\_

CHECK APPROPRIATE PERIOD : IMPLEMENTATION\_\_\_ FIRST YEAR CONTRACT\_\_\_ SECOND YEAR  
CONTRACT \_\_\_

	2	3	4	5	6
Name of Staff Person	Position/Title	Fringe Benefit Rate %	Total Fringe Benefit Amount	% of Time Spent on Project	Total Fringes Charged to DMAP
TOTALS					

**BUDGET SCHEDULE D-4  
CAPITATION RATE**

The Offeror will develop its own format for schedule D-5 that shows how the capitation rate was developed. An explanation should be included that indicates the projections and/or assumptions used in developing the rate.

## **BUDGET NARRATIVE**

The budget narrative is intended to more fully explain items and costs associated with the Budget Schedules you complete for this project proposal. The narrative should supply a clear, concise, and accurate narrative. Some of the general topics that should be addressed include, but are not limited to:

- Budget items based on projections and/or assumptions made during development of the budget. Describe the basis for cost calculations and any rationale that may serve to support the process used.
- Provide any information that may help reviewers understand items in the budget. Particularly, how the capitation rate was developed based on the information provided in the budget schedules and program data on clients in the eligible population.
- The State requires the bidder to report costs for the broker's call center. The bidder must specify, by line item category, the cost of the call center.

## SECTION V

### GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

#### 5.00 NUMBER OF COPIES

Required: Two (2) original CDs(each labeled as "Original") and eight (8) CD copies (Each Labeled as "Copy"). In addition, any required confidential or audit information relating to the Company and not specifically to the proposal may be copied separately to three (3) additional CDs (each labeled "Corporate Confidential Information"). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. xls, mpp) may be required as requested.

**It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from the bidding.**

**Bidder will no longer be required to make hard copies except that those forms identified in Section VII as needing original signatures must be provided in both hardcopy and CD.**

All CD's must be submitted to:

Bruce Krug, Procurement Administrator  
Division of Management Services  
Department of Health and Social Services  
1901 North DuPont Highway  
Sullivan St.  
Main Building, Second Floor, Room 259  
New Castle, DE 19720

NOTE TO VENDORS: If you do not intend to submit a bid and you wish to be kept on the mailing list, you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

#### Closing Date

**All responses must be received by no later than: November 8, 2010 @ 11:00AM).**  
**Late submission is cause for disqualification. DO NOT RELY ON OVERNIGHT SERVICES FOR DELIVERY.**

#### Notification of Acceptance

Notification of acceptance will be made in writing to all bidders.

#### Questions

All questions concerning this request must be in writing and directed only to: (Program Manager). Written questions must be submitted no later than October 11, 2010 @ 12:00 PM please email questions to [Joyce.Pinkett@state.de.us](mailto:Joyce.Pinkett@state.de.us).

#### **5.01 PROPOSALS BECOME STATE PROPERTY**

All proposals become the property of the State of Delaware and will not be returned to the bidder. The State will not divulge the specific content of any proposal to the extent that the bidder identities would be disclosed. The content is privileged and confidential. Confidential and proprietary information will not be disclosed provided such information resides solely on the CD labeled Confidential.

#### **5.02 NON-INTERFERENCE CLAUSE**

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

#### **5.03 ACCEPTANCE OF BIDS**

DHSS reserves the right to accept or reject any or all proposals or any specific aspects of a proposal received in response to the concept planning document.

#### **5.04 INVESTIGATION OF BIDDING CONTRACTOR'S QUALIFICATIONS**

DHSS may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as DHSS may request for this purpose. Describe the organization's expertise in areas of the proposed project, and experience in operating any similar projects. A summary of similar current and completed projects should be included. Also Supply three (3) references of people who will receive no financial gain or are not members of the board. Give a contact person, name of organization and telephone number.

#### **5.05 REQUEST FOR PROPOSAL AND FINAL CONTRACT**

The contents of the Request for Proposal will be incorporated into the final contract(s) and will become binding upon the successful bidder(s). If the bidder is unwilling to comply with any of the requirements, terms and conditions of the Request for Proposal, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

#### **5.06 PROPOSAL AND FINAL CONTRACT**

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract. All prices, terms and conditions contained in the proposal shall remain fixed and valid for 180 days after the proposal due date.

## 5.07 AMENDMENTS TO PROPOSALS

Amendments to proposals will not be accepted after the submission deadline for proposals has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all bidders submitting proposals.

## 5.08 COST OF PROPOSAL PREPARATION

All costs of proposal preparation will be borne by the bidder agency.

## 5.09 PROPOSED TIMETABLE

**The Department's proposed schedule for reviewing proposals is indicated below. The Department, in all cases, will determine the ultimate timing of events related to this procurement.**

EVENT	DATE
RFP advertisement and issuance	September 16, 2010
<b>Mandatory Pre-bid Meeting</b> Attendance must be prompt – sign in is required and those interested parties who sign in after 10:30 a.m. will not be authorized to submit a bid	October 5, 2010 Division of Management Services 1901 N. DuPont Highway Main Bldg. Room #198 Sullivan Street New Castle, DE 19720

Questions must be received in writing no later than: October 11, 2010

Responses to questions will be answered no later than: October 22, 2010

**Bid Opening** **November 8, 2010@ 11:00AM**

***Bids will be publicly opened at the Procurement Branch, Main Administration Building, 2nd floor, on: (November 8, 2010@11:00AM).***

Selection Process	November 8 – November 22, 2010
Negotiations (if necessary)	November 22 –November 30, 2010
Issue Award Notices	November 30, 2010
Sign Contract(s)	December 1, 2010

## **5.10 CONFIDENTIALITY AND DEBRIEFING**

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the bidder pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code. Confidential information may be submitted on a separate disk labeled as such. This information will be excluded from release under the Freedom of Information Act.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, 1901 N. DuPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

## **5.11 TECHNICAL PROPOSAL**

This Section outlines the proposal submission requirements for this RFP. The proposals must be submitted in two (2) sections: Technical and Business Proposals. Offerors must submit two (2) signed originals and ten (10) copies of each Proposal. The Offeror must respond to all mandatory requirements of this RFP. Failure to respond to the mandatory requirements may result in a rejection of the entire proposal. All proposals shall include the following sections:

1. General Requirements - Technical
  - Transmittal Letter
  - Bidders Signature Form
  - Non-Collusion Statement
  - Plans for delivery of services
  - Project Organization and Staffing
  - Project Organizational Chart
  - Staffing Plan
  - Job Descriptions
  - Resumes
  - Proposed Service Agreements with Transportation Providers (see RFP Section II)
2. Executive Summary
3. Offeror's Background and Experience
4. Response to Section 3 Requirements
5. Drug Free Workplace Certificate

6. Signed Certification Sheet
7. Signed Statement of Compliance Form
8. Signed Certification regarding Debarment, Suspension

The Offerors shall provide a comprehensive overall approach to providing adequate levels and modes of transportation in this written proposal that complies with all RFP requirements.

Items to be included under each of these parts are identified in the following Sections. The proposal must be as specific as possible in its responses to all requirements in RFP Section II, Scope of Services, to provide the proposal evaluation committee an adequate understanding of the intent of the proposal.

Offerors must NOT include any pricing information related to their Business Proposal in the Technical Proposal. Violation will result in disqualification.

#### **5.12 TRANSMITTAL LETTER**

The Transmittal Letter shall be in the form of a standard business letter and shall be marked "Appendix N: Transmittal Letter." It shall be signed by an individual authorized to legally bind the bidder. It shall include, at a minimum:

- ◆ A statement indicating that the bidder is a corporation or other legal entity and satisfied all licensing requirements of the State or Federal Law.
- ◆ A statement that no attempt has been made or will be made by the bidder to induce any other person or firm to submit a proposal.
- ◆ A statement that the services proposed will satisfy the requirements established in the Request for Proposal (RFP).
- ◆ A statement of affirmative action that the bidder does not discriminate in its employment practice with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- ◆ A statement that the bidder certifies as to its own organization that: (a) the costs proposed have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or any competitor.
- ◆ A statement that the bidder will comply with all terms and conditions as indicated in the RFP and the Model Contract included as part of this RFP, except as to modifications mutually agreed upon by the Contractor and Department.
- ◆ A statement that the bidder has the capability to provide the services requested through this RFP.

- ◆ A statement identifying any objections to the DHSS boilerplate to include: the problem with a specific provision; the consequences/impact, to include cost of implementing the provision on the Contractor; other stated options to the provision (if any); and any other comments.
- ◆ A statement that the Offeror is a certified small or minority business, if applicable.
- ◆ A statement by the Offeror indicating that neither the contractor's principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) nor any individuals with an ownership interest in the entity have been terminated previously from the Medicare Program, Medicaid Program, or been convicted of Medicare or Medicaid fraud.
- ◆ A statement by the Offeror indicating that neither the Offeror nor any of the Offeror's subcontractors own or have any financial interest in organizations that deliver NET transportation services to Delaware Medical Assistant Program (DMAP) eligible's.
- ◆ A statement that the person signing this proposal certified that he/she is the person in the Offeror's organization responsible for or authorized to make decisions as to the prices quoted and that the Offeror is firm and binding and that he/she has not participated, and will not participate, in any action contrary to the above conditions.
- ◆ A statement that the Offeror has read, understands, and agrees to all provisions of this RFP.
- ◆ A statement identifying all amendments to this RFP issued by DMMA and received by the Offeror. If no amendments have been received, a statement that the bid will meet the requirements set forth in this RFP.
- ◆ A statement of compliance with Americans with Disabilities Act that the Offeror does not discriminate against a qualified individual with a disability because of the disability in regard to any term, condition or privilege of employment.
- ◆ A statement from each subcontractor, if the use of subcontractor(s) is proposed, appended to the transmittal letter signed by an individual authorized to legally bind the subcontractor and stating:
  1. The general scope of work to be performed by the subcontractor;
  2. The subcontractor's willingness to perform the work indicated;
  3. Indicating the subcontractor is a certified small or minority business;
  4. The subcontractor does not discriminate in its employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin, handicap, except as provided by law;
  5. Agreement to sign a Drug Free Workplace Certificate; and
  6. Agreement to sign the certification regarding debarment, suspension.

If the proposal deviates from the detailed requirements of this RFP, the transmittal letter must identify and explain these deviations. The State reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

#### **5.13 BIDDERS SIGNATURE FORM PROPOSAL LETTER**

The Proposal letter consists of Appendix G. It must be signed by an individual authorized to legally bind the Offeror and be notarized.

#### **5.14 PROJECT ORGANIZATION AND STAFFING**

The project organization and staffing section will include project team organization charts of proposed personnel, job descriptions and minimum qualifications for each proposed position, estimates of the staff hours to be provided by each individual proposed, number of full-time-equivalents (FTE) for each type of proposed personnel, and resumes that include business references for the Project Director and all key managerial personnel that will be involved in the ongoing operation of the contract after implementation.

#### **5.15 PROJECT ORGANIZATIONAL CHART**

The Offeror must provide a project organizational chart, with names of key managerial personnel, to be assigned to the ongoing operation of this contract. The chart should include the labor category and title of each individual assigned.

#### **5.16 STAFFING PLAN**

The Offeror must provide a staffing plan that identifies the number of FTEs and geographic location of administrative staff. This staffing plan must show the number of personnel to be employed by the Offeror and personnel anticipated to be obtained through subcontract. Information regarding transportation providers provided in response to RFP Section V should not be repeated here. The Offeror is encouraged to include a map of the region showing the location of the central business office, any satellite offices, and other key sites.

#### **5.17 JOB DESCRIPTIONS**

Job descriptions and minimum qualifications must be provided for each proposed position.

#### **5.18 RESUMES**

Resumes that include business references for the Project Director and all key managerial personnel must be included in the proposal. Private identifiers such as Social Security Numbers, telephone numbers and home addresses may be redacted from resumes.

## **5.19 SERVICE AGREEMENTS WITH TRANSPORTATION PROVIDERS**

The Offeror must provide a detailed narrative describing how the requirements in Section II of this RFP will be met. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project. The discussion must include the number of each type of vehicle estimated to support the transportation service in the State as well as contingency plans for unexpected peak transportation demands. In addition, the Offeror must provide a model service agreement between the Broker and a transportation provider, which meets the requirements in Section II of this RFP.

## **5.20 EXECUTIVE SUMMARY**

The Executive Summary will condense and highlight the contents of the Technical Proposal in such a way as to provide the proposal evaluators with a broad understanding of the entire proposal. The Executive Summary may be no longer than three (3) pages.

## **5.21 OFFEROR'S BACKGROUND AND EXPERIENCE**

This section shall contain all pertinent information relating to the Offeror's organization, proposed project organization and staffing, and experience, including but not limited to references that will serve to substantiate the Offeror's qualifications and capabilities to perform the services required by the RFP. This section will consist of four subsections:

1. General Business Information;
2. Project Organization and Staffing;
3. Transportation Management Experience; and
4. Transportation Management Performance References.

Items to be included in each of these subsections are identified in the following paragraphs.

## **5.22 GENERAL BUSINESS INFORMATION**

The Offeror must indicate the name, address, telephone number, FAX number, and Employer Identification Number (EIN) of the legal entity with which the Contract is to be written.

## **5.23 LEGAL STATUS OF COMPANY**

The Offeror must indicate the legal status of the company (for example, corporation, sole proprietorship, and partnership) and provide documentation of the legal status of the Offeror, such as Corporate Certificate, Authorization to Conduct Business in Delaware, etc. The Offeror must describe and provide a corporate chart reflecting any relationship between the bidding company, parent company, and all subsidiaries, listing for each the officers of the company. Indicate if the bidding company or any subsidiary is a current Medicaid provider and for which Medicaid services, and in which states.

#### **5.24 PREVIOUS CONTRACT TERMINATION**

Indicate whether the Offeror or any principal officers of the company have had a contract terminated for default within the last five (5) years. Termination for default is defined as notice to stop performance delivered to the Offeror due to the Offeror's non-performance or poor performance and the issue of the performance was either:

1. Not litigated due to inaction on the part of the Offeror; or
2. Litigated and determined that the Offeror was in default.

#### **5.25 OFFERORS CURRENT COMMITMENTS**

The Offeror must indicate all current commitments that it maintains with any other contracts or work in progress, list the size of those commitments in staff and time units, and explain what effect will these other commitments have on the execution of the Broker project.

#### **5.26 TRANSPORTATION MANAGEMENT EXPERIENCE**

This Section describes the Offeror's transportation management experience.

#### **5.27 CORPORATE EXPERIENCE**

The details of corporate experience relevant to the proposed contract will cover:

1. Experience in takeover and/or implementation of transportation management projects;
2. Experience in operation of transportation management projects;
3. Experience in recruiting and rate negotiation with transportation providers;
4. Experience in payment administration to transportation providers;
5. Experience in gatekeeping to determine client eligibility and special transportation needs;
6. Experience in reservation and trip assignments;
7. Experience in quality assurance monitoring of transportation and transportation management;
8. Other related brokerage experience.

For each referenced project, the Offeror will provide a description of the work performed, the time period of the project, the number of contractor staff assigned to the project, contract cost, the scheduled and actual completion dates, specialized computer hardware, software and telecommunications systems utilized.

## **5.28 TRANSPORTATION MANAGEMENT PERFORMANCE REFERENCES**

The list of transportation management or other related projects for the Offeror and major subcontractors will include all projects currently being performed by the Offerors or completed within the past three (3) years. The Offeror shall provide for each:

1. The customer name;
2. The business address of each customer;
3. The name and address of each customer contact;
4. The telephone number of each customer contact;
5. Description of work performed by the Offeror for each customer; and
6. The period of performance.

The references must be listed in descending chronological order. If the Offeror is listing multiple individuals references, they must be separated by individual and then listed in descending chronological order. The Offeror must indicate for which type of experience (listed in V) the reference is being provided.

“Offeror shall list all contracts awarded to it or its predecessor firm(s) by the State Of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Committee will consider these additional references and may contact each of these sources. Information regarding offeror performance gathered from these sources may be included in the Committee’s deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.”

## **5.29 RESPONSE TO SECTION II REQUIREMENTS**

This section of the Technical Proposal must include a detailed discussion of the Offeror’s approach to the implementation and operation of NET services for DMAP clients in the State.

This section must be organized in the same manner as Section II of the RFP, as described below. In some instances, the Offeror is required only to acknowledge the information provided in Section II. In the majority of cases, however, the Offeror must provide a detailed description of the approach to meeting the requirements in each section.

This section of the Offeror’s Technical Proposal must include the following subsections:

## **5.30 OVERVIEW OF BROKER RESPONSIBILITIES**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.02 and will ensure that the transportation services provided under this contract are consistent with them."

### **5.31 REIMBURSEMENT**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.07 in the RFP and will ensure that the transportation services provided under this contract are consistent with them."

### **5.32 PAYMENT ADMINISTRATION**

The Offeror must provide a detailed narrative describing how the requirements in Section II of this RFP will be met. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

The Broker must validate that all transportation services paid for under this contract are properly authorized and actually rendered as required by this RFP/Contract. The Broker must have safeguards against fraudulent activity by transportation providers and DMAP clients.

### **5.33 IMPLEMENTATION WORK PLAN**

As described in Section II of the RFP, the Offeror must include in the Technical Proposal an implementation work plan that includes all the activities required to successfully begin operations under this contract. The work plan must be sufficiently detailed as to enable DMMA to be satisfied that the work is to be performed in a logical sequence, in a timely manner, and with an efficient use of resources.

Each activity listed in the work plan must include a description of the task, a scheduled start date, and a scheduled completion date. The types of activities required to be included in the work plan include, but are not limited to, the following:

1. Acquisition of office space, furniture, and telephone equipment;
2. Hiring and training of central office service staff and drivers;
3. Recruitment of transportation providers;
4. Completion of all transportation service agreements;
5. Verification that transportation provider vehicles meet RFP standards;
6. Verification that drivers meet RFP standards;
7. Operational readiness testing of contract operational requirements to ensure systems and processes adequately meet RFP standards;
8. Staff training plan and installation calendar for the trip scheduling and reservations systems;

9. Client education; and
10. Development of required deliverables, including reports, operational procedures manual, quality assurance plan, and disaster recovery plan.

The work plan must address the completion of operational readiness, the start of scheduling and the start of transportation services, as provided for by the Procurement Schedule (Appendix K).

#### **5.34 GENERAL REQUIREMENTS**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.01 in the RFP and will ensure that the transportation services provided under this contract are consistent with them."

#### **5.35 PROVISION OF SERVICES**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.00 in the RFP and will ensure that the transportation services provided under this contract are consistent with them."

#### **5.36 CLIENT EDUCATION AND APPLICATION FOR SERVICES**

The Offeror must provide a detailed narrative describing how the requirements in each of the following sections of the RFP will be met: Section 2.31 and 2.32. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.37 LEVELS OF TRANSPORTATION**

The Offeror must provide a detailed narrative describing how the requirements in each of the following sections of the RFP will be met: Section 2.20 and 2.21. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.38 ESCORT AND ATTENDANT SERVICES**

The Offeror must provide a detailed narrative describing how the requirements in Section 2.28 of this RFP will be met. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.39 HOURS OF OPERATION**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.58 of the RFP and will ensure that the transportation services provided under this contract are consistent with them."

#### **5.40 TELEPHONE SYSTEM AND SCHEDULING REQUIREMENTS**

The Offeror must provide a detailed narrative describing how the requirements in Section 2.59 of this RFP will be met. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.41 PICK-UP AND DELIVERY STANDARDS**

The Offeror must provide a detailed narrative describing how the requirements in each of the following sections of the RFP will be met: Sections 2.36. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.42 VEHICLE REQUIREMENTS**

The Offeror must provide a detailed narrative describing how the requirements in each of the following sections of the RFP will be met: Sections 2.38. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.43 DRIVER QUALIFICATIONS**

The Offeror must provide a detailed narrative describing how the requirements in Section 2.45 of this RFP will be met. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.44 DRIVER AND SERVICE PERSONNEL TRAINING**

The Offeror must provide a detailed narrative describing how the requirements in each of the following sections of the RFP will be met: Section 2.47. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.45 VOLUNTEER AND PUBLIC TRANSPORTATION**

The Offeror must provide a detailed narrative describing how the requirements in Sections 2.25 and 2.26l of this RFP will be met. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.46 OPERATIONAL PROCEDURES MANUAL**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.49 of the RFP and will ensure that the transportation services provided under this Contract are consistent with them."

#### **5.47 APPEALS AND COMPLAINTS**

The Offeror must provide a detailed narrative describing how the requirements in each of the following sections of the RFP will be met: Sections 2.50, 2.52 and 2.53. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.48 QUALITY ASSURANCE AND PERFORMANCE MONITORING**

The Offeror must provide a detailed narrative describing how the requirements in each of the following sections of the RFP will be met: Section 2.55 and 2.56. It is not sufficient to state that the requirements will be met. The narrative should describe its Quality Assurance Program including its program structure, methodologies, goals and objectives, a timetable for implementing the QAP and ongoing QA activities. The offeror should describe procedures for taking appropriate remedial action whenever inappropriate or substandard services are furnished, or services that should have been furnished were not. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

In addition, the Offeror must provide a preliminary list of recommended key quality indicators associated with scheduling and delivery of transportation services, along with a description of

how the Broker plans to measure the indicators and the proposed performance targets for each indicator.

#### **5.49 STAFFING REQUIREMENTS**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.60 in the RFP and will ensure that the transportation services provided under this contract are consistent with them."

#### **5.50 CENTRAL BUSINESS OFFICE**

The Offeror must provide a detailed narrative describing how the requirements in Section 2.62 of this RFP will be met. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.51 MEETINGS**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.63 in the RFP and will ensure that the transportation services provided under this contract are consistent with them."

#### **5.52 RECORD RETENTION**

The Offeror must provide a detailed narrative describing how the requirements in each of the following sections of the RFP will be met: Section 2.64 and 2.65. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

#### **5.53 REPORTING**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.69 in the RFP and will ensure that the transportation services provided under this contract are consistent with them."

#### **5.54 TRANSMISSION OF ENCOUNTER DATA**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.72 in the RFP and will ensure that the transportation services provided under this contract are consistent with them."

#### **5.55 COMPUTER REQUIREMENTS**

The Offeror must provide a detailed narrative describing how the requirements in Section 2.82 of this RFP will be met. It is not sufficient to state that the requirements will be met. The narrative must demonstrate that the Offeror has considered all requirements and developed a specific approach to meeting them that will support a successful project.

The Offeror must give a full description of the software and hardware proposed to be utilized in the execution of this contract. This description should include a discussion on how the software works to meet the requirements of the project. In addition, the Offeror must cite a location where the software is currently operational and available for demonstration (this does not have to be at a site operated by the Offeror). The name, addresses, and telephone number(s) of a contact at that location where the software is operating is also to be included in the proposal.

#### **5.56 DISASTER RECOVERY PLAN**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.83 in the RFP and will ensure that the transportation services provided under this contract are consistent with them."

#### **5.57 LICENSE, PERMIT AND CERTIFICATION REQUIREMENTS**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.84 in the RFP and will ensure that the transportation services provided under this contract are consistent with them."

#### **5.58 TURNOVER PLAN**

The Offeror must acknowledge the requirements and information provided in this portion of Section II by including the following statement in the Technical Proposal:

" (name of legal entity) acknowledges the requirements, policies and procedures in Section 2.85 in the RFP and will ensure that the transportation services provided under this contract are consistent with them."

#### **5.59 EVALUATION PLAN**

The Offeror must provide a detailed narrative describing how a systematic and comprehensive program evaluation will be completed after the first twelve (12) months of operation and annually thereafter.

#### **5.60 CLIENT SATISFACTION AND ASSURANCE**

The resultant contractor shall aggressively pursue client satisfaction with the non-emergency medical transportation service. The contractor shall solicit client assessment regarding the transportation service and actively address concerns raised by clients through formal survey and complaints made through a formal grievance procedure.

After the first six months of the resultant contract and at six month intervals thereafter, the Contractor shall survey a representative and randomly selected sample of clients who have received a transportation service provided under the contract. DMMA, prior to its implementation, must approve this survey and the results of the survey must be submitted to DMMA. The survey shall provide the basis for DMMA to infer:

- a. Client satisfaction with the trips provided;
- b. The availability, appropriateness and timeliness of the trips provided;
- c. Client accessibility to providers;
- d. Client satisfaction with the providers' interaction with clients; and
- e. The accuracy of reported trips.

In furtherance of these requirements, the offeror shall:

- 1. Submit a draft of the survey and describe the sampling strategies to be used.
- 2. Describe its plan for implementing the survey.
- 3. Describe its plan for evaluating the survey results, developing recommendations from the survey, and acting on recommendations resulting from the survey.

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## **SECTION VI**

### **SELECTION PROCESS**

#### **6.00 INTRODUCTION**

A comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort will be conducted.

The evaluation will be conducted in four phases:

- Phase 1 - Evaluation of Administrative Requirements
- Phase 2 - Evaluation of Technical Proposals
- Phase 3 - Evaluation of Business Proposals;
- Phase 4 - Ranking of Proposals

#### **6.01 EVALUATION ORGANIZATION**

An Evaluation Committee will be established to assist the Director, Division of Medicaid and Medical Assistance, in the selection of a Contractor. DMMA reserves the right to alter the composition of this Team. The committee will judge the merit of the proposals according to the following criteria. The maximum of one thousand (1,000) points will be available for each proposal. The areas to be evaluated are shown below.

The contract awarded under this RFP will be made to the Offeror receiving the highest number of total points for both sections of the criteria as cited in Section VI.

#### **6.02 PHASE 1 - EVALUATION OF ADMINISTRATIVE REQUIREMENTS**

This portion of the evaluation will be performed by the Division Director or designee. Each proposal will be reviewed for responsiveness to the mandatory requirements set forth in the RFP. This will be a Pass/Fail evaluation and proposals that fail to satisfy all of the criteria of this category may not be considered further for the award of a Contract. Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration. However, the State reserves the right to waive minor irregularities and minor instances of non-compliance.

#### **6.03 PHASE 2 - EVALUATION OF TECHNICAL PROPOSALS**

In this Phase, the committee will evaluate the quality and completeness of each Technical Proposal as it addresses each requirement of the RFP. A Technical Proposal can receive a maximum of 700 points. The Technical Proposals will be evaluated and scored in categories. Each category is assigned a maximum point value. Only Technical Proposals that receive 525 points or seventy-five percent (75%) or more will have the accompanying Business Proposal evaluated in Phase 3.

#### 6.04 EVALUATION CRITERIA

The evaluation of Technical Proposals will involve the point scoring of each proposal in each of several areas according to established criteria. A maximum of 700 points will be available for the Technical Proposal. The areas are:

Area 1: Offeror's Background and Experience	200 points
Area 2: Response to Section 2 Requirements	<u>500</u> points
Total	700 points

#### 6.05 OFFEROR'S BACKGROUND AND EXPERIENCE

The Committee will evaluate the corporate experience, performance references, resources, and qualifications of the Offeror and any subcontractors. The detailed evaluation criteria will cover the adequacy of the following:

1. General Business Information;
2. Project Organization and Staffing;
3. Transportation Management Experience; and
4. Transportation Management Performance References.

#### 6.06 RESPONSE TO SECTION II REQUIREMENTS

The evaluation of the Offeror's response to all RFP Section II requirements will cover the following areas:

1. That the Offeror has provided written acknowledgement of each section of the RFP requiring such acknowledgement. These sections are:
  - Section 5.30, Overview of Broker Responsibilities
  - Section 5.31, Reimbursement;
  - Section 5.34, General Requirements;
  - Section 5.35, Provision of Services;
  - Section 5.39, Hours of Operation;
  - Section 5.46, Operational Procedures Manual;
  - Section 5.49, Staffing Requirements;
  - Section 5.51, Meetings;
  - Section 5.53, Reporting;
  - Section 5.54, Transmission of Encounter Data;
  - Section 5.56, Disaster Recovery Plan;
  - Section 5.57, License, Permit, and Certification Requirements;
  - Section 5.58, Turnover Plan;
  - Section 5.59, Evaluation Plan; and
  - Section 5.60, Client Satisfaction and Assurance

2. That the Offeror has provided sufficiently detailed response demonstrating that the Offeror has considered all requirements and developed a specific approach to meeting them for the following sections:

- Section 5.19, Service Agreements with Transportation Providers;
- Section 5.32, Payment Administration;
- Section 5.33, Implementation Work Plan';
- Section 5.36, Client Education and Application for Services;
- Section 5.37 , Levels of Transportation;
- Section 5.38, Escort and Attendant Services;
- Section 5.40, Telephone System and Scheduling Requirements;
- Section 5.41, Pick-up and Delivery Standards;
- Section 5.42, Vehicle Requirements;
- Section 5.43, Driver Qualifications;
- Section 5.45, Volunteer and Public Transportation;
- Section 5.47, Appeals and Complaints;
- Section 5.48Quality Assurance and Performance Monitoring;
- Section 5.50, Central Business Office;
- Section 5.52, Record Retention; and
- Section 5.55, Computer Requirements.

#### **6.07 COMPUTER AND TELECOMMUNICATIONS DEMONSTRATION**

Offerors may be asked to demonstrate its computer hardware and software and telecommunications equipment to the Committee and other DMMA staff. The demonstration would occur prior to the awarding of the final contract.

Deleted: ¶

The purpose of these demonstrations is for DMMA to see, in a practical way, that the Offeror has or will have the capabilities and capacities to carry out the functions of a Broker in the time-frame projected. Each demonstration must involve participation by the Project Director and all key staff proposed for the administration of the RFP. The demonstration will be limited to approximately one (1) hour. If it is deemed by DMMA that the system, hardware, software, and firmware is not adequate to meet NET Broker Program requirements, the necessary changes must be made to the system. Changes required if the system is not adequate must be borne by the Broker at no further cost to DMMA.

#### **6.08 PHASE 3 - EVALUATION OF BUSINESS PROPOSALS**

For each Technical Proposal meeting the minimum technical requirements in Phase 2, the corresponding Business Proposal will be examined by the Committee to determine if the business proposal is consistent with the Technical Proposal and its calculations are accurate. This may include asking questions of Offerors.

In the event that Offerors submit what is considered to be an unreasonable financial proposal, justification will be required and the Offeror's proposal may be declared unresponsive.

The State reserves the right to waive minor variances or reject any or all proposals. The total evaluated price for the purpose of award shall be the total cost of implementation and operational costs through the first two contract years.

The evaluation of Businessl Proposals will involve the point scoring of each proposal in each of several areas according to established criteria. A maximum of 300 points will be available for the Business Proposal. The areas are:

Budget Narrative	20 points
Administrative	90 points
Call Center	80 points
Transportation	100 points
Other	10 points
Total	300 points

#### **6.09 PHASE 4 - RANKING OF PROPOSALS**

In Phase 4 of the evaluation process, the points awarded to each Business Proposal will be added to the points awarded to the respective Technical Proposal to determine the ranking and recommendation of the Committee. The ranking and recommendation of this Committee, along with pertinent supporting materials, will be conveyed to the Director, Division of Medicaid and Medical Assistance.

#### **6.10 SELECTION**

The Director of the Division of Medicaid and Medical Assistance will make the final selection of the successful Offeror. After the selection is made, DMMA will notify the selected Offeror. If all proposals are rejected, Offerors will be promptly notified.

## **SECTION VII**

## **7.00 FORMS TO BE SIGNED AND INCLUDED IN PROPOSAL**

- a. Bidder's Signature Form
- b. Certification Form
- c. Statement of Compliance Form
- d. Non-Collusion Statement & Classifications Form
- e. Office of Minority and Women Business Enterprise Self-Certification Tracking Form
- f. Federal Acquisition Regulation
- g. Standard Contract Boilerplate for the State of Delaware, Delaware Health and Social Services
- h. Drug Free Workplace

## APPENDICES

- A Divisional Requirements
- B Letter of Interest
- C Bidders Signature Form
- D Delaware Relay Service
- E NET Gatekeeping Policies
- F DMAP Coverage Groups
- G Certification Sheet
- H Statement of Compliance Form
- I Non-Collusion Form
- J Office of Minority and Women Business Enterprise
- K Procurement Schedule
- L Debarment
- M NET Encounter Claims File Specifications
- N Transmittal Letter
- O Drug Free Workplace
- P DMAP Client Identification Card
- Q Provider File Format
- R DMAP Fair Hearing Practice and Procedures
- S Mandatory Submission Requirements Checklist
- T Implementation Checklist
- U Reports
- V Fee For Service Cost by Service Category

W	Fee For Service Claims Cost and Population Counts
X	Medicaid and Renal Average Monthly Eligibles
Y	Fiscal Year 2009 Call Stats
Z	Fiscal Year 2009 Unduplicated Clients and Trips

## **APPENDIX A**

### **DIVISIONAL REQUIREMENTS**

1. The Contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications and all other requirements contained in Request for Proposal HSS-10-091
2. The Contractor must maintain documentation, as identified in the RFP to support all payment claims submitted to and paid by the Division of Medicaid and Medical Assistance (DMMA) (The Division).
3. The Contractor agrees to submit monthly, quarterly, and annual program performance reports, as well as other reports as required by the Division. Payments may be withheld if the Contractor fails to comply with these requirements.
4. The Contractor's fiscal records and accounts, including those involving other programs that may be substantially related to this contract, shall be subject to audit by duly authorized Federal and State officials.
5. The Contractor agrees that the project will be carried out in accordance with the policies and procedures established by the Department, and the terms and conditions of this contract and RFP application as approved by the Department.
6. The Contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program.
7. The Contractor agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
8. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
9. The Contractor will provide the program coordinator (i.e. name as provided on the Certificate of Insurance, in the Certificate Holder location) with copy of insurance's held and will provide copy of same when there is any change in status to policy.

**NOTE: Additional requirements may be added to this section based upon finalized contract negotiations.**

**LETTER OF INTEREST**

**APPENDIX B**

**DATE:** \_\_\_\_\_

Mr. Bruce Krug  
Department of Health and Social Services  
Division of Management Services, Procurement Branch  
Herman M. Holloway, Sr. Health and Social Services Campus  
1901 N. DuPont Highway  
Sullivan Street  
Administration Bldg., 2<sup>nd</sup> Floor  
New Castle, Delaware 19720

Dear Mr. Krug:

Please consider this as the brief letter of interest to submit a proposal for RFP (insert #) Non-Emergency Transportation Services for eligible Delaware Medical Assistance Program (DMAP) clients within the State of Delaware.

Sincerely,

\_\_\_\_\_  
Proposer's Authorized Representative

\_\_\_\_\_  
Proposer Organization

\_\_\_\_\_  
Proposer's Address

**APPENDIX C**



**STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES**

**BIDDERS SIGNATURE FORM**

**Name of Bidder** \_\_\_\_\_  
**Signature of Authorized Person** \_\_\_\_\_  
**Type in Name of Authorized Person** \_\_\_\_\_  
**Title of Authorized Person** \_\_\_\_\_  
**Street Name/Number** \_\_\_\_\_  
**City, State, and Zip Code** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_  
**Fax Number** \_\_\_\_\_  
**Date** \_\_\_\_\_  
**Bidder's Federal Employers Identification No.** \_\_\_\_\_  
**Delivery Day/Completion Time** \_\_\_\_\_  
**F.O.B.** \_\_\_\_\_  
**Terms** \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY DELAWARE HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_  
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASES OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

## APPENDIX D

### DELAWARE RELAY SERVICE FACT SHEET

<i>Function:</i>	The Delaware Relay Service allows deaf, hard-of-hearing and speech-impaired persons using a text-telephone – a specially designed device equipped with a keyboard and small screen – to hold telephone conversations with people who can hear.
<i>How it works:</i>	An AT&T communications assistant serves as a link between a hearing caller and a caller using a text-telephone. The assistant reads the text-telephone input to the hearing caller, then types a response back to the text-telephone user.
<i>Hours</i>	The Delaware Relay Service is available 24 hours a day, seven days a week.
<i>Conditions:</i>	There are no limits on the number or length of call placed through the Service. The Service handles both in-state and out-of-state calls.
<i>Phone Numbers:</i>	Text telephone users may dial 1-800-232-5460 (TTY/TDD only), 1-800-232-5470 (voice only), or 711 (TTY/TDD and voice).
<b>Information</b>	
<i>Number:</i>	Customers needing information about relay services may call 1-800-682-8786 (TTY/TDD) or call 1-800-682-8706 (voice).
<i>Cost;</i>	Calls to the relay service are toll-free, and there is no charge for local calls. AT&T offers discounts on long distance call made within Delaware. Out-of-state calls made by certified text-telephone users also are eligible for discounts.
<i>Call Handled:</i>	For both in-state and out-of-state calling, the relay service handles a variety of calls normally handled over the regular telephone network. These include calls dialed direct, billed to a third number, or charged to an AT&T calling card. The relay service also handles collect and person-to-person calls. Out-of-state calls can be placed between Delaware and locations anywhere in the continental United States, including Alaska and Hawaii and to English-speaking people in international locations.
<i>Service:</i>	Service for the relay service is provided by AT&T under contract with the Delaware Public Service Commission.

## APPENDIX E

### NET GATEKEEPING POLICIES

1. The Broker shall accept requests for transportation directly from recipients, adult family members on behalf of minor recipients, guardians responsible for recipients, and licensed health care professionals on behalf of recipients who are residents of a nursing facility or other residential care facility, or who are otherwise unable to communicate for themselves.
2. The Broker should assure that the recipient is currently DMAP eligible, either listed on file, either in the Broker's database or through an available eligibility verification system.
3. The Broker should attempt to determine if transportation resources exist within the home regularly and/or specifically for the trip requested, and should deny transportation if available through resources in the recipient's household. "Household" is defined to include all persons residing at a common address. The Broker must determine if there is a reason why the recipient's own transportation cannot be utilized (such as the vehicle is broken, out of gas, etc.) and, if it cannot be utilized, shall assist in making it usable or shall provide transportation.
4. The Broker may attempt to determine whether any person who does not reside in the recipient's household can reasonably provide transportation. "Reasonably" is defined to mean both willing and able. The Broker shall not demand the use of transportation resources available through any party residing outside the recipient's household.
5. The Broker may require of public transportation, where available and appropriate, for ambulatory recipients who are able to understand common signs and directions and who indicate familiarity with the use of public transportation.
6. The Broker shall not require any recipient who is pregnant or has more than two children under age of 6, also traveling to utilize public transportation.
7. The Broker must provide fare, if requested, in a timely manner for a recipient and escort if applicable, when referring the recipient to public transportation.
8. The Broker must determine if the recipient is ambulatory, requires a wheelchair, or requires a stretcher for transport. Recipients unable to walk, even with assistance, from their door to the vehicle must be transported via wheelchair or stretcher as appropriate. Recipients who are routinely confined to a wheelchair or bed must be transported in vehicles appropriate to the level of confinement.
9. The Broker must inquire whether the recipient requires assistance in walking after receiving treatment. If the recipient requires assistance, and no escort is available, the

Broker must provide an attendant to render that assistance, or transport by wheelchair or stretcher van, as appropriate.

10. The Broker must allow for extenuating circumstances in applying the three (2) day advance application requirement for transportation. Such extenuating circumstances shall include, but not be limited to, such situations as requirement for post-operative or follow-up appointments in less than 2 days; urgent care requirements as claimed by the recipient, adult family members on behalf of a minor, elderly or disabled recipients, guardians responsible for recipients, and licensed health care professionals on behalf of recipients who are residents of a nursing facility or other residential care facility, or who are otherwise unable to communicate for themselves; hospital and emergency room discharges; and transportation to appointments made to replace appointments missed because of failed transportation arranged by the Broker.
11. The Broker shall provide transportation only to a Medical service.
12. The Broker shall not reimburse the cost of transportation provided for a recipient by any relative or member of the same household, exclusive of foster parents.
13. The Broker shall consider in good faith information presented by or on behalf of a recipient relative to the need for NET services upon **each such request** for transportation, regardless of the recipient's having been previously denied NET services.

The Broker may require that a recipient and associated escort be picked up from, and returned to, a common address.

## APPENDIX F

### **Medical Assistance Coverage Groups**

In Delaware, the following groups are eligible for Medical Assistance:

1. Pregnant women and infants whose family income does not exceed 200% of the FPL for the family size. Pregnant women count as two persons. For pregnant teens, one half of parents' income is not counted. There is no resource test.
2. Children age 1 through age 5 whose family income does not exceed 133% of the FPL for the family size. There is no resource test.
3. Children age 6 through age 18 whose family income does not exceed 100% of the FPL for the family size.
4. Children in families with income that does not exceed 200% of the FPL may be eligible for the Delaware Healthy Children Program, our SCHIP program. Under the Delaware Healthy Children Program, the child cannot have other insurance. There is no resource test. They are not eligible for transportation services.
5. Uninsured adults between ages 19 and 65 whose income does not exceed 100% of the FPL for the family size. They cannot have Medicare or other comprehensive health care coverage. They must enroll with a managed care plan before coverage begins. There is no resource test.
6. Low income families with children eligible under Section 1931 and certain children living with stepparents, grandparents, siblings, or alien sponsors whose family income does not exceed 75% of the FPL for the family size. There is no resource test.
7. Families who were receiving Section 1931 Medicaid but start to work or start to receive child or spousal support receive extended Medicaid ranging from 4 - 24 months.
8. Needy children in foster care placement or subsidized adoption.
9. Individuals who receive Supplementary Security Income (SSI) or a State Supplementary Payment.
10. Some individuals who have lost SSI are eligible for certain SSI related Medicaid programs.
11. People who need long term care services in a nursing home or at home; or severely disabled children through age 18 and whose income does not exceed 250% of the SSI payment standard. Resource limit is \$2,000.00. For severely disabled children; parents' income is not counted.

12. Low income Medicare beneficiaries (QMBs) whose income does not exceed 100% of the FPL are eligible for payment of their Medicare premiums, coinsurance and deductibles by Medicaid. Certain Medicare recipients (SLMBs and Qualifying Individuals-1) whose income does not exceed 135% of the FPL are eligible for payment of Medicare Part B premiums only. These groups are not eligible for transportation services.
13. Uninsured women under age 65 who are not eligible for a mandatory Medicaid group and who need treatment for breast or cervical cancer. There is no income or resource test.
14. Certain Non-citizens (aliens) are eligible for emergency medical care, labor and delivery services only. They are eligible for transportation to or from labor and delivery services.
15. Women of childbearing age who lose Medicaid for non-fraudulent reasons are eligible for family planning services only for up to 24 months. They are only eligible for transportation services to a family planning service.
16. Medicaid for Workers with Disabilities
17. Birth to Three Program
18. Chronic Renal Disease Program Clients

## Appendix G



### STATE OF DELAWARE DELAWARE HEALTH AND SOCIAL SERVICES

#### Certification Sheet

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for Profit Corporation, incorporated under the laws of the State of\_\_\_\_\_.
- l. The referenced proposer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.
- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

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Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

**APPENDIX H**



STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

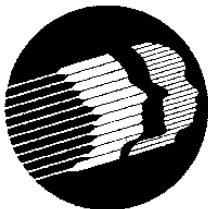
**Statement of Compliance Form**

As the official representative for the CONTRACTOR, I certify on behalf of the agency that:

They will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

APPENDIX I



**NON-COLLUSION STATEMENT & CLASSIFICATIONS FORM**  
**THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR BID PROPOSAL**

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY  
ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL  
ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

This is to certify that the above referenced offerer has neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.

The above referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Disadvantaged Business Enterprise (DBE) Yes/No

PLEASE CHECK ONE---CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

For certification (WBE),(MBE),(DBE) please apply to Office of Minority & Women Business  
Enterprise Phone # (302) 739-7830 X34 (Mary Schrieber)  
Fax# (302) 739-7839 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

---

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20 \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES  
\_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE  
OF \_\_\_\_\_

Internet address: <http://www.state.de.us/dhss/rfp/dhssrfp.htm>  
<http://www.state.de.us/dhss/dhss.htm>

APPENDIX J



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE  
SELF-CERTIFICATION TRACKING FORM

If your firm wishes to be considered for one of the classifications listed below, this page must be signed, notarized and returned with your proposal.

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) \_\_\_\_\_ Yes/No

Minority Business Enterprise (MBE) \_\_\_\_\_ Yes/No

PLEASE CHECK ONE---CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

For certification (WBE), (MBE), (DBE) please apply to Office of Minority & Women Business Enterprise Phone # (302) 739-74206 (Sandy Stump)

Fax# (302) 739-7839 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 20 \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE

OF \_\_\_\_\_

## Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

### **Women Owned Business Enterprise (WBE):**

At least 51% is owned by a women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

### **Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

### **Corporation:**

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

### **Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

### **Individual:**

Self-explanatory

For Certification in one of above bidder must contract:

Sandy Sump

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-7839

## APPENDIX K

### Procurement Schedule

The Department's proposed schedule for reviewing proposals is indicated below. The Department, in all cases, will determine the ultimate timing of events related to this procurement.

<u>EVENT</u>	<u>DATE</u>
RFP advertisement and issuance	September 16, 2010
Mandatory Pre-bid Meeting	October 5, 2010 @ 10:00 a.m. 1901 N. DuPont Highway Main Building, Room #198 Sullivan Street New Castle, DE 19720
Questions must be received in writing no later than:	October 11, 2010 @ 12:00 p.m.
Response to Questions	October 22, 2010
Bid Opening	November 8, 2010 @ 11:00 a.m.
Bids will be publicly opened at the Procurement Branch, Main Administration Building, 2 <sup>nd</sup> floor, on: <b><u>November 8, 2010 @ 11:00 a.m.</u></b>	
Selection Process	November 8 – November 22, 2010
Negotiations (if necessary)	November 22 – November 30, 2010
Issue Award Notices	November 30, 2010
Sign Contract	December 1, 2010
Readiness Review	December 28 – 29, 2010
Estimated Contract Start Date	January 1, 2011

## APPENDIX L

### Federal Acquisition Regulation 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (March 1996)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- A. Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency;
- B. Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, evasion, or receiving stolen property; and
- C. Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**This certification concerns a matter within the jurisdiction of an Agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.**

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### Offeror:

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title

## APPENDIX M

### NET ENCOUNTER CLAIMS FILE SPECIFICATIONS (EXAMPLE ONLY)

FIELD DESCRIPTION	FIELD TYPE	FIELD WIDTH	NOTES
Broker Provider Number	A/N	10	provider number assigned to the NET Broker by Medicaid
Batch Date	N	8	MMDDYYYY that this file of encounter claims was produced
Recipient Name	A/N	27	Recipient's Name exactly as appears on their current Medical Eligibility Certification
Recipient Medicaid ID	A/N	13	Recipient's Client Number exactly as appears on their current Medical Eligibility Certification
Date Trip <b>Scheduled</b>	N	6	MMDDYY
Date of <b>Service</b>	N	6	MMDDYY; by definition, an encounter equals a completed, one-way trip
Miles traveled by recipient	N	4	Mileage determined from the odometer reading at point of pick-up and odometer reading at the point of drop-off
Type of service requiring transport	N	2	see attached list of covered services for type of service requiring transportation
Type of transport provided	N	1	1=Ambulatory; 2=wheelchair; 3=stretcher; 4=public transport; 5=other (privately owned vehicle, volunteer transport).
Time of Scheduled Appointment	N	4	0000 (24hour clock)
Scheduled pick-up time	N	4	0000 (24hour clock)
Actual Arrival time at Pick-up Point	N	4	0000 (24hour clock)
Actual Arrival Time at Drop-Off Point	N	4	0000 (24hour clock)
Destination: Provider Name	A/N	30	
Destination: Provider Address, City, State	A/N	44	
Confirmation Number of Reservation	N	8	# generated by broker
Name of Transportation Provider	A/N	30	name of carrier company transporting recipient as shown on service agreement with broker
Social Security Number/Tax ID Number of Transportation Provider	N	9	000000000 number of carrier company transporting recipient as shown on service agreement with broker

## APPENDIX N

### Transmittal Letter

The Transmittal Letter shall be in the form of a standard business letter and shall be marked "Appendix N: Transmittal Letter." It shall be signed by an individual authorized to legally bind the bidder. It shall include, at a minimum:

- ◆ A statement indicating that the bidder is a corporation or other legal entity and satisfied all licensing requirement of the State or Federal Law.
- ◆ A statement that no attempt has been made or will be made by the bidder to induce any other person or firm to submit a proposal.
- ◆ A statement that the services proposed will satisfy the requirements established in the Request for Proposal (RFP).
- ◆ A statement of affirmative action that the bidder does not discriminate in its employment practice with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- ◆ A statement that the bidder certifies as to its own organization that: (a) the costs proposed have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or any competitor.
- ◆ A statement that the bidder will comply with all terms and conditions as indicated in the RFP and the Model Contract included as part of this RFP, except as to modifications mutually agreed upon by the Contractor and Department.
- ◆ A statement that the bidder has the capability to provide the services requested through this RFP.
- ◆ A statement identifying any objections to the DHSS boilerplate to include: the problem with a specific provision; the consequences/impact, to include cost of implementing the provision on the Contractor; other stated options to the provision (if any); and any other comments.
- ◆ A statement that the Offeror is a certified small or minority business, if applicable.
- ◆ A statement by the Offeror indicating that neither the contractor's principal officers (President, Vice President, Treasurer, Chairperson of the Board of

Directors, and other executive officers) nor any individuals with an ownership interest in the entity have been terminated previously from the Medicare Program, Medicaid Program, or been convicted of Medicare or Medicaid.

- ◆ A statement by the Offeror indicating that neither the Offeror nor any of the Offeror's subcontractors own or have any financial interest in organizations that deliver NET transportation services to DMAP clients or that they will dissolve any such relationship within thirty (30) days after award of a contract as a Broker. The Broker and all subcontractors must maintain an arm's length relationship with any transportation delivery entity in excess of five percent (5%) of total monthly trips.
- ◆ A statement that the person signing this proposal certified that he/she is the person in the Offeror's organization responsible for, or authorized, to make decisions as to the prices quoted and that the Offeror is firm and binding and that he/she has not participated, and will not participate, in any action contrary to the above conditions.
- ◆ A statement that the Offeror has read, understands, and agrees to all provisions of this RFP.
- ◆ A statement identifying all amendments to this RFP issued by DMMA and received by the Offeror. If no amendments have been received, a statement that the bid will meet the requirements set forth in this RFP.
- ◆ A statement of compliance with Americans with Disabilities Act that the Offeror does not discriminate against a qualified individual with a disability because of the disability in regard to any term, condition or privilege of employment.
- ◆ A statement from each subcontractor, if the use of subcontractor(s) is proposed, appended to the transmittal letter signed by an individual authorized to legally bind the subcontractor and stating:

1. The general scope of work to be performed by the subcontractor;
  2. The subcontractor's willingness to perform the work indicated;
  3. Indicating the subcontractor is a certified small or minority business;
  4. The subcontractor does not discriminate in its employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin, handicap, except as provided by law;
  5. Agreement to sign a Drug Free Workplace Certificate; and
  6. Agreement to sign the certification regarding debarment, suspension.
- If the proposal deviates from the detailed requirements of this RFP, the transmittal letter must identify and explain these deviations. The State reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

## **APPENDIX O**

### **DRUG FREE WORKPLACE**

#### **U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS**

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, and Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

The grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) The grantee's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
  - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - a) Abide by the terms of the statement; and
  - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

5. Notifying the agency within ten days after receiving notice under subparagraph 4. b), from an employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4. b), with respect to any employee who is so convicted;
  - a) Taking appropriate personnel action against such an employee, up to and including termination; or
  - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

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Contractor

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Signature

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Date

**APPENDIX P**

**DMAP CLIENT IDENTIFICATION CARD**

DELAWARE HEALTH & SOCIAL SERVICES  
MEDICAL ASSISTANCE PROGRAM

STATE OF DELAWARE  
MEDICAL ASSISTANCE PROGRAM  
100: 0123456789  
NAME: SAM PLECARD  
BIRTH DATE: 01/01/1900  
CARD ISSUE #: 0001

~ If you have questions please call: Statewide 1-800-372-2022 or in New Castle County 302-255-9500.

If you have questions about the Delaware Healthy Children's Program or Delaware Prescription Assistance Program (DPAP) call: Statewide 1-800-996-9969

~ Para mas informacion en espaiiol, porfavor vea el reverso.

**APPENDIX Q****PROVIDER FILE FORMAT**

<b><i>Field</i></b>	<b><i>Length</i></b>	<b><i>Format</i></b>
Provider #	10	ALPHA-NUMERIC
Taxonomy	10	ALPHA-NUMERIC
FEIN	9	NUMERIC
UPIN #	10	ALPHA-NUMERIC
SSN	9	ALPHA-NUMERIC
Business Type	20	ALPHA-NUMERIC
Address Type	25	ALPHA-NUMERIC
Service Location	2	ALPHA-NUMERIC
Phone #	14	ALPHA-NUMERIC
E-Mail Address	51	ALPHA-NUMERIC
Fax #	10	ALPHA-NUMERIC
Name Type	15	ALPHA-NUMERIC
Last	20	ALPHA-NUMERIC
First	19	ALPHA-NUMERIC
MI	1	ALPHA-NUMERIC
Suffix	3	ALPHA-NUMERIC
Title	8	ALPHA-NUMERIC
Business Name	51	ALPHA-NUMERIC
Address Line - 1	26	ALPHA-NUMERIC
Address Line - 2	26	ALPHA-NUMERIC
City	20	ALPHA-NUMERIC
State	2	ALPHA-NUMERIC
Zip	10	ALPHA-NUMERIC
County	25	ALPHA-NUMERIC

## APPENDIX R

### **DMAP FAIR HEARING PRACTICE AND PROCEDURE 5000 Fair Hearing Practice and Procedures 5000 Definitions**

Advance Notice Period or Timely Notice Period - Is the ten (10) day period between the date a notice is mailed to the date a proposed action is to take effect.

Appellant - Is a recipient who has requested a hearing.

Benefits - Are any kind of assistance, payments or benefits made by DABC, GA, Medicaid or Food Stamps.

Claimant - Is an applicant who has requested a hearing.

Department - (or DHSS) is the Department of Health and Social Services.

DMMA - Is the Division of Medicaid and Medical Assistance (or "the Division.")

Fair Hearing - Is an administrative hearing held in accordance with the principles of due process which include:

- 1) Timely and adequate notice;
- 2) The right to confront and cross-examine adverse witnesses;
- 3) The opportunity to be heard orally;
- 4) The right to an impartial decision maker;
- 5) The opportunity to obtain counsel.

Hearing Decision - Is the decision in a case appealed to the State hearing officer. The decision includes the substance of what transpired at the hearing and a summary of the case facts, supporting evidence, and pertinent State or federal regulations and gives the reason for the decision. In Food Stamp disqualification cases, the hearing decision must also respond to reasoned arguments by the appellant.

EXAMPLE: At a Food Stamp Program Intentional Program Violation Hearing involving a failure to report a change promptly, an appellant may argue that a failure to report does not constitute "clear and convincing evidence" of intent to defraud. The hearing officer's decision must respond to this argument.

Hearing Officer - Is the individual responsible for conducting the hearing and issuing a final decision on issues of fact and questions of law.

Hearing Record - Is a verbatim transcript of all evidence and other material introduced at the hearing, the hearing decision, and all other correspondence and other documents which are admitted as evidence or otherwise included for the hearing record by the hearing officer.

Hearing Summary - Is a document prepared by an agency stating the reason(s) the action under appeal was taken and the information upon which the reasons are based. The summary may include documents to be used to decide the issue in question. Its purpose is to provide an appellant with information to prepare his/her case for the hearing.

MCO - Means a Managed Care Organization offering or providing medical services to recipients of medical assistance from the Division of Medicaid and Medical Assistance and individual medical service providers of an MCO panel.

Party - A party to a hearing is a person or an administrative agency or other entity who has taken part in or is concerned with an action under appeal. A party may be composed of one or more individuals.

Request for a Fair Hearing - Any clear expression (oral or written) by the appellant or his/her authorized agent that (s)he wants to appeal a decision to a higher authority. Such request may be oral in the case of actions taken under the Food Stamp Program.

State Presenter - Is the agency employee advocating the State's case in a hearing.

### 5001 Fair Hearings: General Purpose

An opportunity for a fair hearing will be provided, subject to the provisions of this section, to any individual requesting a hearing who is dissatisfied with a decision of the Division of Medicaid and Medical Assistance, (i.e., suspension, reduction, overpayment, sanctions, delays, termination, etc.).

The purpose of a fair hearing is:

- 1) To afford all applicants and recipients an opportunity for an impartial, objective review of decisions, actions and/or delays in actions in programs administered by the Division;
- 2) To settle the issue(s) raised by the client in requesting the hearing;
- 3) To contribute to uniformity in the application of Departmental regulations;
- 4) To reveal aspects of Departmental procedures that are deficient or inequitable.

### 5100 Legal Base

Public Assistance benefits are authorized under the various categorical programs established under Title 31 of the Delaware Code, under the Food Stamp Act, as amended, and under Titles IV- A, XVI, XIX, and XX of the Social Security Act and under regulations, not inconsistent with these laws promulgated by the State or federal governments.

## 5200 Statewide Fair Hearings

Every applicant and recipient under any public assistance program administered by the Division will be informed in writing at the time of application and at the time of any action affecting their claim of their right to a fair hearing as provided under this section. Any notification conforming to the provisions of §5301 may be employed in giving this notice.

A summary fair hearing pamphlet is available to each applicant and each recipient, and will be displayed in each agency office. The policies and procedures for hearings contained herein are available to the public at each public and law library in the State and to other interested persons and agencies.

## 5300 Notices

Written notice of an agency action to applicants and recipients, in addition to meeting the requirements of §5301 where applicable, will contain:

- 1) A statement of the client's right to a fair hearing as provided under this section.
- 2) The method by which (s)he may request a fair hearing.
- 3) A statement that (s)he may represent him/herself or that (s)he may be represented by counsel or by another person.

## 5301 Adequate and Timely Notice to Recipients

In cases involving an agency's proposed or intended action to discontinue, terminate, suspend or reduce assistance described in these rules, or to change the manner or form of payment, no action may be taken unless the following conditions are met:

- 1) Written notice must be provided to the client that is "adequate." Adequate means a written notice that includes a statement of what action the agency intends to take, the reasons for the intended agency action, the specific regulations supporting such action, explanation of the individual's right to request a fair hearing, and the circumstances under which assistance may be continued if a hearing is requested.
- 2) The written notice must be "timely." It must be mailed no later than ten (10) days before the date of action; that is, at least ten (10) days before the intended change would be effective. However, in the DABC program, when the Division of Medicaid and Medical Assistance learns of facts indicating that assistance should be discontinued, suspended, terminated, or reduced because of the probable fraud of the recipient, and, where possible, such facts have been verified through secondary sources, notice of a grant adjustment is timely if mailed at least five (5) days before the action would become effective.
- 3) Each recipient shall be advised of his/her liability for repayment of benefits received while awaiting a fair hearing if the agency's decision is upheld. Monthly

reporting households receiving benefits while awaiting a hearing will continue to report monthly until the end of the certification period or the resolution of the fair hearing, whichever is first. However, if DMMA did not receive a monthly report form from the household by the extended filing date and the household admits that it did not submit such a monthly report, benefits will not be continued. If the fair hearing concerns termination for non-receipt of the monthly report by DMMA, then a new complete monthly report for the month in question must be submitted by the household before benefits are continued. If the hearing request form is unclear whether the recipient wants continued benefits, they should be given.

If a recipient receives notice of termination due to his or her failure to submit a completed monthly report but subsequently submits one within the timely notice period, benefits will be provided based upon the information indicated on the report. If the information submitted on the monthly report results in a change in benefit amount or eligibility, another notice indicating the change and meeting the definition of an adequate notice must be provided. If a fair hearing is requested based upon this second notice, benefits must be continued at the level issued just prior to the notice of change.

The agency will provide continued benefits not later than five (5) working days from the day it received the household's request.

During the fair hearing period, the agency will adjust allotments to take into account reported changes except for the factor(s) on which the hearing is based.

4) Notices, including computer generated notices, must contain information needed for the claimant to determine from the notice alone the accuracy of the Division's action or intended action. At a minimum all notices will:

- a) Indicate the action or proposed action to be taken (i.e., denial, reduction, or termination of assistance);
- b) Provide citation(s) to the regulation(s) supporting the action being taken;
- c) Provide a detailed individualized explanation of the reasons(s) for the action being taken which includes, in terms comprehensible to the claimant, an explanation of why the action is being taken and, if the action is being taken because of the claimant's failure to perform an act required by a regulation, an explanation of what the claimant was required by the regulation to do and why his or her actions fail to meet this standard; and
- d) If calculations of income or resources are involved, set forth the calculations used by the agency, including any disregards or deductions used in the calculations, explanations of what income and/or resources the agency considers available to the claimant and the source or identity of these funds, and the relevant eligibility limits and maximum benefit payment levels for a family or assistance unit of the claimant's size.

### 5302 Exceptions: DABC, GA, Medicaid, EA

The agency may dispense with timely notice but will send adequate notice not later than the date of action when:

- 1) The agency has factual information confirming the death of the recipient or of the DABC payee when there is no relative available to serve as the new payee.
- 2) The recipient provides a clear written statement that assistance is no longer desired.
- 3) The recipient provides information which requires termination or reduction of assistance and the recipient has indicated in writing that (s)he understands that the action is a consequence of supplying the information.
- 4) The recipient has been admitted or committed to an institution (See §3010.9).
- 5) The recipient has been placed in skilled nursing care, intermediate care, or long- term hospitalization.
- 6) The appellant's whereabouts are unknown and agency mail directed to him/her has been returned by the post office indicating no known forwarding address. If his/her whereabouts become known during the payment period, the client's check will be made available.
- 7) The recipient's case has been accepted for assistance in another state or for another category of assistance including SSI, and, that fact has been established by the Department.
- 8) A child is removed from a home as a result of a judicial determination or voluntarily placed in foster care by his/her legal guardian.
- 9) A change in the level of medical care is prescribed by the recipient's physician.
- 10) The recipient files a timely completed monthly report; notices to reduce or terminate assistance must be mailed to arrive no later than the resulting payment or in lieu of the payment.
- 11) The recipient files a completed monthly report that is not timely (i.e., is not received by the DCIS processing deadline); the recipient must be notified promptly of any reduction in or termination of the amount of assistance.
- 12) In the Emergency Assistance Program, a special allowance has been granted for a specific period of time and the allowance has terminated or expired and the individual has been notified in writing at the time of initiation that the allowance shall automatically terminate at the end of the specified period.

### 5303 Mass Review Actions

When changes in either State or federal laws (i.e., Social Security increases) require automatic adjustments of classes for recipients, timely notice of such adjustments will be given which will be "adequate". To be adequate, notices must include a statement of the intended action, the reasons for such intended action, a statement of the specific change in law, and a statement of the circumstances under which a hearing may be obtained and assistance continued.

Mass change notices will also include:

- 1) The specific change in the individual's benefits;
- 2) A name and telephone number of a person to call for additional information;
- 3) The liability a food stamp household will incur for any overissued food stamp benefits if a fair hearing decision is adverse to the household.

### 5304 Jurisdiction

An opportunity for a hearing will be granted to any applicant who requests a hearing because his/her claim for economic or medical assistance or food stamp assistance is denied or is not acted upon with reasonable promptness and to any recipient who is aggrieved by any action of the Division of Medicaid and Medical Assistance such as actions to reduce benefits or to assign Food Stamp Program recipients to a specific employment and training component.

To be considered, a request for a hearing must be a clear expression in writing by the appellant or his/her representative to the effect that (s)he wants the opportunity to present his/her case to higher authority.

Only issues described in the notice of action sent to the appellant or issues fairly presented in the appellant's request for a fair hearing or in the Division's response in its hearing summary may be presented for the hearing officer's review at the hearing.

Appellants of actions taken in the Food Stamp Program may request a fair hearing orally, and, if so, will be informed that it is advisable to perfect the request by reducing it to writing. The staff member receiving an oral request will initiate procedures to begin the hearing process.

The freedom to make a request for a hearing will not be limited or interfered with in any way. The Division may provide assistance to appellants such as providing translators or a non-English explanation of the hearing process when required by federal regulations.

Except in the Food Stamp Program, a hearing need not be granted when either State or federal law requires automatic grant adjustments for classes of recipients, unless the reason for an individual appeal is incorrect grant computation.

A hearing may not be granted on the assignment of cases into DELAWARE'S A BETTER CHANCE WELFARE REFORM PROGRAM or the exclusion of cases from DELAWARE'S A

BETTER CHANCE WELFARE REFORM PROGRAM. The worker may respond to such requests by asking the hearing officer to dismiss the request when completing a hearing summary. (See §5312.)

#### 5304.1 Jurisdiction for PASARR Hearings

An individual who has been adversely affected by any determination made by either the Division of Mental Health (DMH) or the Division of Mental Retardation (DMR) as a result of a pre-admission screening or an annual resident review (PASARR) of any applicant for or recipient of residential nursing services may appeal the determination decision under these rules. The hearing will be conducted by the Division of Medicaid and Medical Assistance and the hearing decision is binding on the Department of Health and Social Services. For hearings on PASARR determinations which have a specific affect on Medicaid Program eligibility, DMMA will appear as a witness for DMR or DMH if requested by a party to the hearing. For appeals initiated by non-Medicaid claimants or appellants, the State's case will be presented by DMR or by DMH as appropriate.

#### 5304.2 Nursing Facility Discharge Notice Hearings

Consistent with 42 CFR 438.202 and 438.204 (a)(1), a person who has received a notice of intent to discharge or transfer a person from his/her residential nursing facility may take an appeal of the decision to the Division of Medicaid and Medical Assistance.

#### 5304.3 Jurisdiction for Medicaid Managed Care Cases

Recipients of medical services from the Division of Medicaid and Medical Assistance may appeal an adverse decision of a Managed Care Organization (MCO) to the Division.

The MCO is responsible for the preparation of the hearing summary under §5312 of these rules and the presentation of its case and is subject to the rules, practices, and procedures enumerated herein.

The decision of the DMMA hearing officer is a final decision of the Department of Health and Social Services and is binding on the MCO.

Nothing in these rules may operate to preclude an MCO from offering conciliation services or a grievance hearing prior to the fair hearing conducted by DMMA.

#### 5304.4 Emergency Assistance Program Hearings

Jurisdiction for hearings on decisions by the Division of State Services Centers on eligibility for emergency assistance under §6000 et seq. of these rules is with the Division of Medicaid and Medical Assistance.

### 5305 Time Limits

Hearings are subject to the following time limits:

- 1) Time limit for requesting a hearing prior to action.

If a request for a hearing is filed within the timely notice period (the period between the date a notice is mailed and the effective date of the action), benefits will not be reduced or terminated pending a decision on the appeal.

- 2) Time limit for requesting a hearing after action.

If the client fails to reply within the time limit for a hearing prior to action, as required, the proposed action shall take effect. If (s)he requests a hearing after the action, a hearing shall be granted provided the request is received within 90 days from the effective date of action.

When a request for a hearing is not filed within 90 days of the date notice of an action is given, the hearing officer is without jurisdiction to hear an appeal and the time for taking an appeal will not be enlarged.

- 3) At any time within a certification period, a food stamp household may request a hearing to dispute its current level of benefits.
- 4) Under Delaware law and procedure, an appeal is filed when it is received and filed in the Division's hearing office, not at the moment it is placed in the mail.

### 5306 Types of Hearings

- 1) Group hearings - A series of individual requests for a hearing may be consolidated into a single group hearing when the sole issue involved is one of State or federal law, regulation, or policy. In all group hearings the policies governing hearings will be followed. The individual appellant in a group hearing will be permitted to present his/her case or be represented by an authorized representative.
- 2) Individual hearing - The majority of hearings will be of this type in which an individual client disagrees with the action taken by the Department on the facts of his/her case.

### 5307 Dismissal of Requests

The hearing officer of the Division shall dismiss or deny a request for a Fair Hearing:

- 1) Where it has been withdrawn by the appellant in writing; or
- 2) Where the sole issue is one of State or federal law requiring automatic benefit adjustments for classes of DABC, GA, or Medicaid recipients (unless the reason for an individual appeal is incorrect grant computation); or

- 3) Where the appellant has abandoned his/her request by failing without good cause, to appear by him/herself or by an authorized representative at a scheduled hearing.
  - a) Good cause for failure to appear at a hearing may include, but is not limited to the following:
    1. Death in the family;
    2. Personal injury or illness;
    3. Sudden and unexpected emergencies;
    4. Failure to receive the hearing notice
- 4) The request is not received within the specified 90 day time period.

The hearing officer will notify both the appellant and the agency if a request for a hearing is dismissed.

### 5308 Prohibition Against Termination

If the recipient requests a hearing within the timely notice period, assistance will not be suspended, reduced, discontinued, or terminated (but is subject to recovery by the agency if its action is sustained on appeal) until a decision is reached after a fair hearing, unless the recipient specifically requests reduction or discontinuance, or:

- 1) The certification period of a food stamp household is expired; or
- 2) A determination is made by a hearing officer at a hearing and the food stamp household is promptly informed in writing that the sole issue is one of State or federal law or regulation and that a household's claim that the State agency improperly computed the benefits or misinterpreted or misapplied such law or regulation is invalid;
- 3) A change affecting a food stamp household's eligibility or benefit amount occurs while the hearing decision is pending and the recipient fails to request a hearing after the subsequent notice of adverse action;
- 4) A change affecting the individual's DABC or other grant occurs while the hearing decision is pending and the individual fails to request a hearing after notice of the change;
- 5) A mass change affecting a food stamp household's eligibility or basis of issuance occurs while the hearing decision is pending; or
- 6) A food stamp household specifically waives a continuation of benefits.

### 5309 Timely Action on Food Stamp Hearings

- 1) State Level Hearings - Within sixty (60) days of receipt of a request for a fair hearing, the agency will conduct the hearing, reach a decision, and notify the household of the decision. Decisions which result in an increase in household benefits will be reflected in the coupon allotment within ten (10) days of the receipt of the hearing decision even if the Division must provide supplementary ATP or otherwise provide the household with an opportunity to obtain the allotment outside of the normal issuance cycle. However, the Division may take longer than ten (10) days if it elects to make the decision effective in the household's normal issuance cycle, provided that issuance will occur within sixty (60) days from the date of the household's request for the hearing. Decisions which result in a decrease in household benefits will be reflected in the next scheduled issuance following receipt of the hearing decision.
- 2) Household Requests for Postponement - The household may request and receive a postponement or continuance of the scheduled hearing. The postponement may not exceed thirty (30) days and, in such a case, the time limit for action on the decision is extended for as many days as the hearing is postponed. For example, if a hearing is postponed by the household for ten (10) days, notification of the hearing decision will be required within seventy (70) days from the date of the original request for a hearing.
- 3) Agency Requests for Postponement - The agency may request that a hearing be rescheduled. Such requests may be granted in the discretion of the hearing officer. The requests should be made to the hearing officer as soon as the agency decides that a rescheduling is desirable. However, unless the hearing officer advises the agency and household to the contrary, such postponement shall not affect the time within which the decisions shall be made and the household notified. In the Food Stamp Program, there will be no extension of the sixty (60) day timeframe due to rescheduling of the hearing by the agency.

### 5310 Clarification Conference

If a food stamp household wants to contest a denial of expedited service under DMMAM 9041, the agency must offer the household an agency conference. A conference may also be offered to a recipient of any program who is adversely affected by an agency action. In appropriate cases the hearing officer may direct the parties to participate in one or more conferences to address any matter that may aid in the disposition of the proceedings. A conference may be conducted in person or by telephone and may be presided over by the hearing officer or by another person designated by the hearing officer for that purpose. As a result of a conference the hearing officer may enter an order controlling the course of the proceedings or implementing any settlement agreement. A conference may not delay or be used as a substitute for a hearing.

A State agency conference may include the eligibility worker or staff person responsible for an action or decision and will include an eligibility supervisor and the appellant and/or a representative. An agency conference for households contesting a denial of Food Stamp Program expedited services must be scheduled within two (2) working days unless the household requests that it be scheduled later or states that it does not wish to have a conference.

### 5311 Notification of Time and Place of Hearing

The time, date, and place of the hearing will be arranged so that the hearing is accessible to the appellant. At least ten (10) days before the hearing, advance written notice will be provided to all parties involved to permit adequate preparation of the case. An appellant may request less notice in order to expedite the scheduling of the hearing. Notices to appellants are sent by certified mail. The notice will:

- 1) Advise the appellant or representative of the name, address, and phone number of the person to notify in the event it is not possible for the appellant to attend the scheduled hearing;
- 2) Stipulate that the hearing request will be dismissed if the appellant or his/her representative fails to appear for the hearing without good cause (i.e., death in family, personal illness, unexpected emergency);
- 3) Include the hearing procedures and any other information that would provide the appellant with an understanding of the proceedings that would contribute to the effective presentation of the household's case and will include fair hearing summary and documents filed for the hearing;
- 4) Explain that the appellant has the right to bring an attorney or other representative to his/her hearing;
- 5) Explain that the appellant may present any information that (s)he desires at the hearing;
- 6) Explain that the appellant or representative may examine the record prior to the hearing.

### 5312 Responses to Hearing Requests

- 1) Upon receipt of a request for a hearing, either orally in the Food Stamp Program or in writing, a fair hearing summary will be prepared in response to the request.
- 2) A fair hearing summary is a document prepared by the agency stating the factual and legal reason(s) for the action under appeal.
- 3) The purpose of the hearing summary is to state the position of the proponent of the action in order to provide the appellant with the necessary information to prepare his/her case.
- 4) Preparation of hearing summary - On receipt of a request for a fair hearing, the agency shall prepare and submit a hearing summary to the Hearing Office within five (5) working days. The document must be easily read and understood (abbreviations should be avoided). Actions in the matter being appealed should be explained in concise statements and include citations to the policy upon which the action is based. The names and addresses of persons that the agency expects to call to testify will be included in the hearing summary.

- 5) Format of the hearing summary - The fair hearing summary shall be labeled at the top and signed and dated at the bottom. It shall contain the following:
- a) Identifying information - Give the client's name, the client's address, and the DCIS identification number.
  - b) Client's reason for appeal - This section shows the basis of the client's appeal (rejection, reduction, closure, amount of benefits etc...)
  - c) Action taken - This section is used to describe the specific action taken by the agency as well as the factual basis for its decision.
  - d) Has assistance continued? - This section identifies whether or not the appellant's assistance has been restored because the appellant filed a request for a hearing within the timely notice period.
  - e) Cite policy basis - This purpose of this section is to cite the specific State rules supporting the action taken.
  - f) Persons expected to testify - This section lists the names and addresses (if any) of persons that the agency expects to call to testify.

If completed by DMMA, the worker will submit the case to his/her supervisor. The supervisor will:

- a) Provide an adequate case review;
- b) Correct any errors;
- c) Forward request/summary together with any documents to be admitted at the hearing to the agency or DMMA hearing office.

Note: If a section is not applicable, the designation "N/A" may be used.

As soon as the request/summary is received, it is recorded in an appeal calendar and immediately forwarded to the hearing officer. Upon review, the hearing officer will:

- a) Set a prompt date for the hearing;
- b) Send a notice conforming to the requirements of §5311.
- c) Notify all parties, including witnesses, of the date, time, and place of the hearing.

#### 5400 Fair Hearing Requirements

Each fair hearing will be held under the following conditions:

- 1) The hearing will be held at a reasonable time, date, and place;
- 2) The hearing officer will be an impartial official and may not have been previously involved with the matters raised at the hearing outside his duties as hearing officer. This section will not prevent the hearing officer from rehearing a matter which has been remanded or hearing a case which may be related to prior cases with which he had contact in his capacity as hearing officer;
- 3) If the hearing involves medical issues such as those concerning a diagnosis, an examining physician's report or a medical review team's decision, a medical assessment other than that of the person or persons involved in making the original decision may be obtained at agency expense and may be made part of the record at the discretion of the hearing officer;
- 4) The hearing will be conducted in an orderly manner in order to assure that an adequate record of the proceedings is maintained;
- 5) Witnesses for the State or agency shall be prepared to present the reason for the action and the applicable rules in an orderly and concise manner;
- 6) When records are used as evidence, originals and legible copies of all documentation shall be provided for the hearing officer's record;
- 7) Only evidence presented at the hearing shall be considered by the hearing officer in reaching his decision;
- 8) A complete and exact record of the proceedings shall be made by electronic means; (When required, DMMA will provide a transcript of the proceedings.)
- 9) The hearing clerk shall have custody of the records and papers of the hearing. The clerk shall not permit any original record or paper to be taken unless authorized to do so by the hearing officer. Original papers transmitted as the record on appeal or review shall upon disposition of the case be returned to the person or agency from which they were received. The clerk shall preserve copies of hearing records consistent with any State rule of records management.

#### 5401 Hearings on Actions

Upon request, a hearing shall be held regarding a State agency action, or failure to act with reasonable promptness, claims for financial, medical, or other assistance. The issues considered may include: undue delays in reaching decisions on eligibility or in issuing a benefit; refusal to consider a request for or undue delays in making an adjustment in a benefit; discontinuance, termination, suspension or reduction in assistance.

#### 5402 Hearings on Decisions

A hearings may encompass decisions concerning:

- 1) Eligibility for financial or medical assistance in both initial and subsequent determinations;
- 2) The amount of economic or medical assistance or a change in the amount of the benefits;
- 3) The manner or form of the benefit including restricted or protective benefits;
- 4) A denial of a request for restoration of food stamp benefits lost more than ninety (90) days but less than one year prior to the request;
- 5) A decision of an MCO that a medical service, treatment or test is not medically or otherwise necessary.

In addition,

- 6) At any time within a certification period, a household may dispute its current level of food stamp benefits; and
- 7) Food Stamp Program households may appeal decisions concerning expedited service.

#### 5403 Availability of Documents and Records

Prior to the hearing, the appellant and his/her representative will have adequate opportunity to examine all documents and records to be used by the State agency or its agent at the hearing and to examine the claimant's case records. Requests by the appellant or his/her authorized representative for records and documents between the request for a hearing and the hearing should be directed to the hearing officer. There is no charge for copies of records and documents requested for a fair hearing. Documents relating to the case will be provided to a claimant or a household provided that confidential information is protected from release.

#### 5404 Appellant's Opportunities at a Hearing

At the hearing the appellant or his/her representative will have the opportunity to:

- 1) Examine the case records and documents;
- 2) Present his/her case by him/herself or with the aid of a representative or counsel;
- 3) Bring witnesses;
- 4) Submit evidence to establish all pertinent facts and circumstances;
- 5) Advance any argument without interference;
- 6) Question or refute any testimony or evidence including the opportunity to confront and cross- examine adverse witnesses;

- 7) Be provided with interpreters or mechanical facilities to overcome language or other communication handicaps;
- 8) Withdraw his/her request for a hearing at any time.

#### 5405 Fair Hearing Procedures

##### 1) Hearing Officer's Introduction

The hearing officer will appropriately introduce the purpose of the meeting, the individuals and roles of those in attendance, and generally "set the stage" to assure the appellant of his/her right to be heard. In addition, (s)he will administer an oath to all witnesses and parties presenting testimony at the hearing. The hearing officer may, in his discretion, deal with any preliminary matters prior to beginning the case.

##### 2) Manner of Proceeding

The hearing officer shall conduct the hearing in an informed fashion, consistent however with the procedural rights of the Department and the claimant to a courteous, fair, and fairly conducted hearing consistent with due process and the requirements of the federal regulation. Parties will be courteous to each other and the hearing officer at all times and will obey the orders and rulings of the hearing officer.

##### 3) Order of Presentation

###### a) Opening Remarks.

At the discretion of the hearing officer, the Department and the claimant will each be given an opportunity to make brief opening statements. An opening statement shall advise the hearing officer of the issues a party contends are a part of the case and shall succinctly summarize how the party's case will be proven. The hearing officer may, however, terminate or limit any opening statement which is unduly lengthy, repetitive or irrelevant.

- b) The State will present its case first, unless, in the discretion of the hearing officer, the burden of persuasion rests on the other party (the claimant). This shall include the presentation of all witnesses to give testimony and all documents and other evidence which is admissible to prove its case. The other party may cross-examine each witness and may raise any legal basis for exclusion of any evidence at appropriate times during the hearing.

- c) The other party may present any witnesses to give testimony (and may testify his/herself) and other evidence which is admissible to prove his/her/its case. However, such party need not present any evidence, but may rely upon the other party's failure to prove an essential element of his/her/its case. If evidence or testimony is presented, the other party shall have the opportunity to raise any legal

basis for its exclusion and the opportunity to cross examine witnesses at the appropriate time during the proceeding.

- d) If the second party has presented any evidence, the first party may, in the discretion of the hearing officer, present rebuttal evidence.

- e) Closing Remarks.

The parties will be given an opportunity to briefly summarize their cases in closing remarks. Such closing remarks may summarize evidence and present legal argument for the adoption of one position against the adoption of the other. However, the hearing officer may limit or terminate unduly lengthy, repetitive, or irrelevant closing remarks.

#### 4) Role of Hearing Officer

The hearing officer is in charge of running the hearing. He/she shall make all rulings on the admissibility of evidence as to how the proceedings are conducted. The hearing officer may question witnesses or direct the parties to produce evidence which he/she determines to be necessary for him/her to render a decision in the case. However, other than ensuring that the hearing is conducted fairly, the hearing officer is not permitted to assist either party in the presentation of his/her/its case.

#### 5) Decisions of the Hearing Officer

Decisions of the State hearing officer will be based exclusively on evidence introduced at the hearing. The decision of the hearing officer is the final decision of the agency. Judicial review, pursuant to 31 Del. C. 520, may be taken directly from the hearing officer's decision, within thirty (30) days of the decision.

### 5406 Powers and Duties

The hearing officer will:

- 1) Notify the parties of the date, time, and place of the hearing;
- 2) Take measures to avoid delays;
- 3) Ensure a fair and impartial proceeding;
- 4) Explain the hearing procedures;
- 5) Administer an oath or affirmation to all witnesses;
- 6) Ensure that all relevant issues are considered;
- 7) Maintain order and decorum;

- 8) Request, receive, and make part of the record all evidence determined to be necessary to decide the issues raised for the hearing;
- 9) Examine witnesses when necessary to develop the hearing record;
  - 10) Regulate the conduct and course of the hearing to ensure an orderly hearing in a fashion consistent with due process;
  - 11) Order, where relevant and useful, an independent medical assessment from a source mutually satisfactory to the appellant and to the agency;
- 12) Make a record of the hearing;
- 13) Provide a final hearing decision to the parties.

#### 5406.1 Authority of Hearing Officer

- 1) The hearing officer shall apply the State rules except to the extent they are in conflict with applicable federal regulations. The hearing officer shall be bound by rules regarding the date of implementation or effect of changes in federal statutes. The hearing officer shall be bound by applicable precedent of the following courts in the following order: U.S. Supreme Court, 3rd Circuit Court of Appeals, District Court for the District of Delaware, Delaware Supreme Court, Delaware Chancery Court, Superior Court. The hearing officer may consider decisions of other jurisdictions on questions that are not otherwise decided under State or federal rules.
- 2) The hearing officer must accept a decision made by another administrative agency including when such determination is a prerequisite for eligibility for a public benefit under a program administered by the State, i.e., if the Social Security Appeals Council has decided that a client is not eligible for SSI benefits, the hearing officer must abide by such decision. However, if the decision of the other agency is not final, the hearing officer shall have latitude to reserve the right to reconsider his decision in the event the other agency's decision is altered or reversed by a higher authority.

#### 5407 Presenter's Role

The person presenting the case for the State or otherwise presenting the case as a proponent of or advocate for the action under appeal will:

- 1) Describe the action taken;
- 2) Conduct an examination of the witnesses;
- 3) Offer evidence which supports the action taken;

- 4) Respond to motions or requests from the opposing party and questions from the hearing officer;
- 5) Ensure that the claimant/appellant's case record is available if needed;
- 6) Question or refute testimony/evidence presented by the opposing party;
- 7) Make arrangements when necessary for translators for the deaf or for persons in need of translation services.

#### 5500 Decisions by the Final Hearing Authority

Prompt, definitive, and final administrative action shall be taken within ninety (90) days from the date the appeal is filed, or, in the case of the Food Stamp Program, within sixty (60) days from the date the appeal is filed.

The decision of the hearing officer is binding on the Department of Health and Social Services.

The decision of the hearing officer shall be in writing and shall be sent to the appellant as soon as it is made. The written decision will identify supporting evidence and, for food stamp cases, will state whether benefits will be issued or terminated.

The decision of the hearing authority will comply with State and federal laws and regulations and will be based on the hearing record.

The written decision will contain at a minimum: a statement of the appellant's right to judicial review; the identity of the individual; a summary of evidence; findings of fact; a discussion or analysis of facts and arguments presented at the hearing and a discussion of how the applicable rules apply to the facts in the case and the conclusions derived therefrom; and the hearing officer's decision and/or order. The decision will cite applicable rules involved in reaching the decision. The writing will enable a reader to discern the path of the decision.

#### 5501 Corrective Payments

When the hearing decision is favorable to the appellant, or when the agency decides in favor of the appellant prior to the hearing, the agency will promptly make corrective payments (retroactive to the date incorrect action was taken). For the purpose of this section, "prompt" means action must be taken to initiate the corrective payments or other remedy within five (5) business days of the date of the hearing decision. Benefits will be restored to food stamp households which are leaving a project area before their departure, whenever possible. If benefits are not restored prior to the household's departure, the agency shall forward an authorization for benefits to the household or new project area if this information is known.

When the hearing decision upholds the agency's action, a claim against the household for any overissuance will be prepared.

## 5502 Public Access to Hearing Decisions

Decisions are accessible to the public subject to provisions for safeguarding public assistance information. Under 31 Delaware Code 1101, "no person may reveal information concerning applicants for or recipients of public assistance except for the purposes directly connected with the administration of the program."

## 5600 Admission of Hearsay Evidence

- 1) Hearsay evidence is evidence of a statement made outside the hearing which is introduced at the hearing as proof of the truth of its content.
- 2) Hearsay evidence is not admissible over objection unless it meets one of the exceptions to the hearsay rule (evidence which, although it falls within definition of hearsay, is nevertheless admissible because of special necessity) listed in the Delaware Uniform Rules of Evidence. Admissible hearsay evidence includes:
  - a) Any statements where the claimant has had an opportunity to cross examine the witness at a prior proceeding or statements of agency staff who could be available as witnesses upon a claimant's request; and.
  - b) Evidence which falls within recognized hearing exceptions where cross-examination of the witness would not be meaningful, such as those enumerated in Federal Rule of Evidence 803. (See Ortiz v. Eichler, 794 F2d 889,896 (3rd Cir. 1986).
  - c) Official records of the Department of Health and Social Services and other official records when authenticated by a custodian of the record.
  - d) Evidence recognized by official notice as an exception to the hearsay rule (see 5603).

Recognized exceptions to the hearsay rule include statements for purposes of medical diagnosis, records of regularly conducted activity (such as E&T logs), records of vital statistics, records of religious organizations, records of or statements in documents affecting an interest in property. For other exceptions, refer to 803 Delaware Uniform Rules of Evidence.

### 5600.1 Admissible Evidence

Evidence admitted at the hearing shall be limited to evidence having a bearing on the issue(s) on appeal. Such issues include those offered by the appellant at the time of his/her appeal and those offered by the State or other party as a basis for the action or inaction under appeal. No other evidence or issues shall be considered.

### 5601 Rule of Legal Residuum

Findings of fact must be supported by at least some evidence which is admissible in a court of law.

### 5602 Exclusionary Rules of Evidence

- 1) **Relevance** - In order for evidence to be admissible in a fair hearing it must be relevant. Evidence is relevant if a reasonable person could feel that, assuming the evidence is true, it renders a significant fact more probable than it appeared before the introduction of the evidence.
- 2) **Reliability** - In order for evidence to be admissible in a fair hearing it must be reliable.
- 3) **Competence** - In addition to relevance and reliability, evidence admitted at a hearing must be competent.
- 4) **Privilege** - Appellants may decline to present testimony or evidence at a fair hearing under claim of privilege.

Privilege may include the privilege against self-incrimination or communication to an attorney, a religious advisor, or physician (and may not be disclosed without the consent of the person who sought the professional assistance unless it has been waived or the person attempting to claim it has put the subject of the privilege at issue in the fair hearing).

Privileges are waived by a claimant or witness if he/she testifies to some part of the privileged matter or, in the case of a claimant, the matter is relevant to a claim in defense that is the subject of the hearing.

**EXAMPLE:** A person who makes his/her medical condition an issue may not use Doctor/ Patient privileges to exclude any information relating to his/her condition), or The hearing officer may take a negative inference when a party declines to give testimony under a claim of privilege.

### 5603 Official Notice

Information concerning matters of common knowledge and generally accepted as true may be relied on in a fair hearing whether or not it is introduced by evidence or testimony.

### 5604 Protocol

- 1) If a hearing is requested, a party to the hearing may not discuss the merits of the case with the hearing officer before the hearing.

2) Agency employees may not discuss the merits of the case with the hearing officer after the hearing is adjourned. However, after the hearing decision is made final, the parties may discuss the results of the hearing with the hearing officer. An exception to this is if the hearing officer has remanded or sent the case back with instructions for further action and the agency worker expects to receive another request for a fair hearing.

### 5605 Requests for Continuance

Either party to a hearing may request that the hearing officer continue the hearing on a different date.

A witness or party in interest to the hearing does not have standing to request that the date of a hearing be continued.

A request for a continuance must be made at least twenty- four (24) hours in advance of the hearing so that the other party may be notified.

The request for a continuance must specify the reason that a continuance is needed.

Examples of requests for which a continuance should be granted, include, but are not limited to:

- 1) Illness of a party or witness;
- 2) Extreme inclement weather;
- 3) Request for additional time to prepare for the hearing.

The hearing officer will respond to the request not later than ten (10) days after the request is received.

No continuance will be granted to the State or its agent if the continuance would result in the State exceeding the time limits specified in §5305 and §5309 or any statutory time limit.

### 5606 Recusation

Either party at a hearing may request that a hearing officer disqualify himself from hearing the issue for reasons of interest or prejudice. A hearing officer may disqualify himself sua sponte (on his own motion). If disqualified, a hearing officer will immediately notify the Director of the Division of Medicaid and Medical Assistance who will promptly appoint a new hearing officer.

### 5607 Demeanor Evidence

The behavior of a party to a hearing may be taken by a hearing officer into evidence only when the behavior has been noted in the hearing record.

#### Note

The agency shall promptly inform a claimant in writing if assistance is to be discontinued under any circumstance pending a hearing decision. If the adverse notice period ends on a weekend or on a holiday and if a request is received the day after the weekend or holiday, the request will be considered as received on a timely basis.

## Appendix S

### Mandatory Submission Requirements Checklist

MANDATORY SUBMISSION REQUIREMENT	RFP SECTION	Y OR N
The bid is submitted no later than the closing date and time	V	
The bid is submitted in separate sealed volumes containing the Technical and Business proposals	V	
The correct number of copies of each proposal is submitted	V	
Each proposal volume is labeled correctly	V	
Proposal conditions are valid for 180 days from the deadline Date for proposal submission	V	
Transmittal Letter submitted on official business letterhead And signed by an authorized representative	V	
Proposal CD's have been scanned and are free from Viruses And other malicious software	V	
Bidder agrees to comply with the provisions specified in the General Terms and Conditions	V	
Completed Project Cost Forms	IV	
Technical proposal is submitted with duly signed and dated Copy of the Submission Requirements Checklist	V	
Completed State of Delaware Bidder Notification	APPENDIX	
Completed Bidders Signature Form	APPENDIX	
Proposal not offering state-wide service	I	

## Implementation Checklist

Implementation Task or Deliverable	Proportion Complete	Complete	Date	Initial
<b>Office Space</b>				
<b>Files/Furniture</b>				
<b>Computer System:</b>				
<u>Hardware installed</u>				
<u>Software installed</u>				
<u>Eligibility Verification System installed</u>				
<u>Staff Training</u>				
<b>Telephones:</b>				
<u>Equipment installed</u>				
<u>Staff Training</u>				
<u>Multilingual capabilities</u>				
<b>Personnel Recruiting and Staff Employed:</b>				
<u>Project Director</u>				
<u>Supervisory Staff</u>				
<u>Support Staff</u>				
<b>Transportation Service Provider Recruitment:</b>				
<u>Development of model service agreement</u>				
<u>Signing of all service agreements</u>				
<u>Verification that vehicles meet RFP standards</u>				
<u>Verification that drivers meet RFP standards</u>				
<b>Training:</b>				
<u>Broker's staff</u>				
<u>Transportation service providers</u>				
<u>Drivers</u>				
<u>Attendants</u>				
<b>Clients Education and Application for Services:</b>				
<u>Client education plan</u>				
<u>Client education notices</u>				
<u>Client application for service process</u>				
<u>Client for handling urgent care</u>				
<u>Denial process/documents</u>				
<u>Computerized client worksheet</u>				
<b>Development of required deliverables:</b>				
<u>Operational Procedures Manual</u>				
<u>Quality Assurance Plan</u>				
<u>Plan for handling backup service</u>				
<u>Appeals and complaints process in place</u>				
<u>Disaster Recovery Plan</u>				
<u>Record retention system in place</u>				
<u>Driver report format</u>				
<u>Vehicle report format</u>				
<u>Detailed report of transportation services format</u>				
<u>Accident and moving violation report format</u>				
<u>Telephone system report format</u>				
<b>Broker Monitoring Plan:</b>				
<u>Plan for monitoring driver qualifications/conduct</u>				
<u>Plan for monitoring vehicle requirements</u>				
<b>Operational Readiness Testing:</b>				
<u>Telephone system fully operational</u>				
<u>Computer system fully operational</u>				
<u>Staffing in compliance with RFP and proposal</u>				
<u>All deliverables available for review</u>				
<u>Readiness of central office operations</u>				
<u>Readiness of client application process</u>				

<u>Readiness of scheduling process</u>				
<u>Readiness of denial process</u>				
<u>Readiness of quality assurance procedures</u>				
<u>Readiness of appeal process</u>				
<u>All service agreements signed/available</u>				
<u>Vehicle inspection reports complete/available</u>				
<u>Driver information complete/available</u>				
<u>Reporting procedure in place, including encounter data procedure and hook-up with DMA's fiscal agent</u>				
<u>Any other item deemed necessary by DMA</u>				
<u>Drivers</u>				
<u>Attendants</u>				

## MONTHLY AND QUARTERLY REPORTS

### Call Center Statistics; Monthly with State Fiscal Year to Date

List Day, Date, Total Calls Received, Total Calls Answered, Total Calls Abandoned  
Average Abandon Time, Average Talk Time, Average Speed Answered, % of Calls  
Abandoned, % of Calls Answered

### Call Center Staffing; Monthly

Average number of Customer Service Representatives working in 15 minute increments  
Call volume trending in 15 minute increments

### Complaints Summary; Monthly with State Fiscal Year to Date

### Trip Exceptions-Lacks 48 hours notice

Member ID, Name, Address, Trip Date, Trip ID, Denial Date, Customer Service  
Representative

### Unduplicated Client/Trip by Level of Service; Monthly with State Fiscal Year to Date Average

### Trip Summary by Rider Type by Provider; Monthly with State Fiscal Year to Date

### Trip Summary by County by Facility; Monthly with State Fiscal Year to Date

### Trip Summary by Facility Type by Level Of Service

### Field Monitor Report; Monthly

### Third Party Liability and Subrogation Report; Monthly with State Fiscal Year to Date

### Provider Suspected Fraud, Abuse/Adverse Billing; Monthly

### Provider Reimbursement Report; Monthly with State Fiscal Year to Date

### Liquidated Damages; Monthly with State Fiscal Year to Date

### Transportation Provider Report; Quarterly

### Transportation Vehicle Report; Quarterly

### Transportation Driver Report; Quarterly

## Appendix V

### Fee for Service Costs for Medicaid, State Alien Program, and Renal Program

#### By Service Category

State Fiscal Year 2009 Dates of Service

<b>Inpatient Hospital Services</b>	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
Inpatient Hospital	5,435	4,309	\$50,543,334	\$11,730
Inpatient Hospital Crossover	2,624	2,005	\$3,133,935	\$1,563
Rehabilitation Hospital	25	9	\$939,103	\$104,345
Specialty Hospital	5	2	\$149,313	\$74,657
Delaware Psychiatric Center	99	10	\$1,543,443	\$154,344
Inpatient Psych Facility-Adults	242	158	\$678,035	\$4,291
Inpatient Psych Facility-Children	155	31	\$1,196,850	\$38,608
<b>Outpatient Hospital Services</b>	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
Outpatient Hospital Services	39,522	15,225	\$13,847,468	\$910
Outpatient Hospital Crossover	21,511	5,592	\$1,877,886	\$336
<b>Nursing Homes</b>	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
Private Nursing Homes	31,269	3,351	\$155,282,468	\$46,339
Emily Bissell	727	71	\$7,549,009	\$106,324
Delaware Hospital for the Chronically III	2,006	209	\$20,875,795	\$99,884
Governor Bacon	849	89	\$8,531,443	\$95,859
Stockley ICF-MR	832	77	\$20,783,671	\$269,918
<b>Waiver/Other Services for Aged and Disabled</b>	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
Aged/Disabled Waiver	33,766	1,089	\$15,772,521	\$14,483
Assisted Living Waiver	1,705	200	\$1,308,289	\$6,541
Aids Waiver	8,729	672	\$3,280,809	\$4,882
MR/DD Waiver	33,935	861	\$88,500,139	\$102,788
Brain Injury Waiver	999	29	\$792,103	\$27,314
				178

Home Health	10,719	1,084	\$5,116,270	\$4,720
Hospice	3,059	655	\$14,782,217	\$22,568
Renal Disease Program(including pharmacy)	28,523	633	\$919,358	\$1,452
Rehab Services for MR/DD clients	8,238	603	\$9,025,143	\$14,967
Rehab Services for Nursing Home clients	2,579	716	\$635,945	\$888
Rehab Agency (institutional claims)	2,265	474	\$562,335	\$1,186
Rehab Agency (prof only)	5	2	\$1,856	\$928
PPEC	3,609	92	\$4,583,368	\$49,819
Private Duty Nursing	2,382	45	\$4,613,418	\$102,520
Durable Medical Equipment	30,005	4,020	\$2,905,965	\$723
PT/OT/Speech Therapy	101	17	\$7,568	\$445
Dialysis Clinic	3,283	296	\$4,503,216	\$15,214

<b>Physician Services</b>	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
Physician Services(Non crossover)	134,631	28,215	\$15,945,196	\$565
Physician Crossover	147,509	9,515	\$4,145,777	\$436
Physician Family Planning	1,015	659	\$105,489	\$160
Psychiatrist	7,383	2,124	\$271,803	\$128
Ophthalmologist	2,590	1,525	\$351,050	\$230

<b>Lab and Radiology</b>	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
Radiologist	47,054	13,794	\$1,749,107	\$127
Independent Lab/Independent Radiology	21,967	8,296	\$1,544,486	\$186
Radiation Therapy	302	76	\$60,305	\$793
Pathologist	3,035	2,298	\$174,599	\$76

<b>Clinics</b>	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
FQHC	13,448	4,850	\$1,121,483	\$231
General Clinic	1,796	1,479	\$594,788	\$402
Ambulatory Surgery Center	1,484	1,147	\$470,320	\$410
School Based Wellness Clinics	4,045	3,303	\$1,675,615	\$507

<b>Other Outpatient Services</b>	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
Nonphysician Practitioners(Podiatrist, Midwife,Optometrist)	15,725	5,692	\$714,652	\$126

etc)

Enhanced prenatal care/Smart Start	153	68	\$16,036	\$236
Dental Services	84,364	34,649	\$26,337,739	\$760
School District Physical Therapy	55,913	2,842	\$6,190,282	\$2,178
School District Nurse/Psychologist	263,439	38,720	\$20,988,282	\$542
Other Outpatient Services	19,459	3,580	\$2,643,942	\$739

**Mental Health Outpatient Services**

	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
Mental Health for Adults (including methadone clinic)	12,826	1,412	\$15,867,404	\$11,238
Mental Health for Children	7,894	2,006	\$33,546,171	\$16,723

**Transportation Services (non-broker)**

	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
Van Services	7,996	1,186	\$1,739,125	\$1,466
School District Transportation	11,091	778	\$1,893,583	\$2,434
Ambulance	6,406	3,468	\$202,085	\$58
Other Transportation	20	19	\$58,186	\$3,062

**Managed Care Capitation**

	1,327,581	152,546	\$491,679,516	\$3,223
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**Pharmacy**

	<b>Claim Headers</b>	<b>Annual Recipients</b>	<b>Payments</b>	<b>Cost Per Recipient</b>
Family Planning Drugs	39,257	10,816	\$2,379,485	\$220
Other Pharmacy	1,705,846	119,492	\$120,562,999	\$1,009

**GRAND TOTAL**

	<b>4,223,432</b>	<b>177,795</b>	<b>\$1,197,271,778</b>	<b>\$6,734</b>
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# APPENDIX W

## MEDICAID, RENAL, AND ALIEN PROGRAM FEE FOR SERVICE CLAIMS COSTS AND POPULATION COUNTS STATE FISCAL YEAR 2009 BY DATE OF SERVICE

County	Claims Costs	Delaware Population	Annual Eligible Count	Eligibles As Percent of DE Population	Annual Recipient Count	Recipients As Percent of Eligible Popl	Cost Per Recipient
Kent	\$203,609,655	157,430	38,162	24.2%	36,907	96.7%	\$5,517
New Castle	\$705,136,120	532,083	104,341	19.6%	100,987	96.8%	\$6,982
Sussex	\$280,516,744	192,019	45,120	23.5%	43,834	97.1%	\$6,400
Out of State	\$8,009,258	N/A	2,063	N/A	556	27.0%	\$14,405
Sum:	\$1,197,271,778	881,532	183,847	20.9%	177,795	96.7%	\$6,734

\* Figures reflect Medicaid, Renal, and Alien Program clients eligible for Services. Illegal aliens, Family Planning Expansion clients, QMBs/SLMBs, and certain other Medicare eligibles are excluded from consideration.

\*\*Eligibles or recipients residing in more than one county during the year are counted in multiple counties. Therefore, the sum of county eligibles or recipients is a duplicate count.

## APPENDIX X

### MEDICAID AND RENAL PROGRAM CLIENTS ELIGIBLE FOR LOGISTICARE SERVICES

#### AVERAGE MONTHLY ELIGIBLES BY STATE FISCAL YEAR

	<b>SFY2008 Actual</b>	<b>SFY2009 Actual</b>	<b>SFY2010 Projected</b>	<b>SFY2011 Projected</b>
Kent	26,473	28,263	31,372	33,097
New Castle	74,307	79,125	86,950	91,732
Sussex	31,632	33,934	37,446	39,506
Total	132,412	141,322	155,768	164,335

\*Figures include all Renal Program and Medicaid eligibles except for certain dual eligibles, illegal aliens, and Family Planning Expansion program eligibles.

APPENDIX Y

YTD ROLLUP - RESERVATIONS								
Month	Total Calls Received	Total Calls Answered	Total Calls Abandoned	Average Abandon Time	Average Talk Time	Average Speed Answered	% of Calls Abandoned	% of Calls Answered
July 08 - Reservations	9111	8740	371	1:33	4:49	0:46	4.1%	95.9%
Aug 08 - Reservations	8709	8386	323	1:23	5:03	0:46	3.7%	96.3%
Sept 08 - Reservations	9247	8794	453	1:54	5:03	0:50	4.9%	95.1%
Oct 08 - Reservations	9317	8219	1103	2:42	5:31	1:49	11.8%	88.2%
Nov 08 - Reservations	7837	7506	331	1:43	6:38	1:00	4.2%	95.8%
Dec 08 - Reservations	8946	8406	540	1:28	5:44	1:02	6.0%	94.0%
Jan 09 - Reservations	9718	9234	487	1:59	4:53	1:05	5.0%	95.0%
Feb 09 - Reservations	8253	7917	336	2:03	4:22	0:47	4.1%	95.9%
Mar 09 - Reservations	9733	9406	328	1:32	4:27	0:37	3.4%	96.6%
April 09 - Reservations	9173	8966	204	1:14	4:25	0:30	2.2%	97.7%
May 09 - Reservations	8347	8128	207	1:10	5:09	0:36	2.5%	97.4%
June 09 - Reservations	8433	8240	193	0:43	4:30	0:28	2.3%	97.7%
<b>YTD TOTALS</b>	<b>106824</b>	<b>101942</b>	<b>4876</b>	<b>1:37</b>	<b>5:03</b>	<b>0:51</b>	<b>4.5%</b>	<b>95.5%</b>

APPENDIX Z

Rider Report	2008		2009		2009		2009		2009		2009		2009		Fiscal Yr Total	Fisc al Yr %
Level of Service	Dec	%	Jan	%	Feb	%	Mar	%	Apr	%	May	%	Jun	%		
Total Ambi	3,066		3,221		3,198		3,220		3,364		3,154		3,299		31,696	
Ambi - Non Gas/Bus/Volunteer	2,427	79. 2%	2,607	80. 9%	2,592	81. 1%	2,622	81. 4%	2,718	80. 8%	2509	79. 5%	2611	79. 1%	25,410	80. 2%
Gas	118	3.8 %	119	3.7 %	121	3.8 %	129	4.0 %	136	4.0 %	130	4.1 %	144	4.4 %	1,210	3.8 %
Bus	443	14. 4%	435	13. 5%	431	13. 5%	408	12. 7%	429	12. 8%	450	14. 3%	488	14. 8%	4,322	13. 6%
Volunteer	78	2.5 %	60	1.9 %	54	1.7 %	61	1.9 %	81	2.4 %	65	2.1 %	56	1.7 %	763	3.0 %
% Total		78. 7%		79. 5%		79. 2%		78. 8%		79. 2%		78. 1%		79. 0%		79. 0%
Stretcher	302		303		297		300		320		316		306		3,029	
% Total		7.8 %		7.5 %		7.4 %		7.3 %		7.5 %		7.8 %		7.3 %		7.5 %
Wheelchair	528		530		541		568		566		569		569		5,416	
% Total		13. 6%		13. 1%		13. 4%		13. 9%		13. 3%		14. 1%		13. 6%		13. 5%
TOTALS	3,896		4,054		4,036		4,088		4,250		4,039		4,174		40,141	
Total Eligibles	130,8 32		130,8 32		131,0 88		132,0 50		135,5 16		137,0 39		137,9 89		1,317, 223	
% Clients to Eligibility		3.0 %		3.1 %		3.1 %		3.1 %		3.1 %		2.9 %		3.0 %		3.0 %

Trip Report	2008		2009		2009		2009		2009		2009		2009		Fiscal Yr Total	Fisc al Yr %
Level of Service	Dec	%	Jan	%	Feb	%	Mar	%	Apr	%	May	%	Jun	%		
Total Ambi Trips	42,16 5		42,59 9		40,16 1		45,31 6		44,46 9		44,26 2		46,73 6		431,26 9	
Ambi - Non Gas/Bus/Volunteer	25,48 4	60. 4%	27,06 0	63. 5%	25,88 1	64. 4%	29,44 0	65. 0%	28,69 2	64. 5%	28,45 0	64. 3%	29,65 2	63. 4%	275,29 2	63. 8%
Gas	2,459	5.8 %	2,498	5.9 %	2,417	6.0 %	2,901	6.4 %	2,749	6.2 %	2,702	6.1 %	2,804	6.0 %	24,812	5.8 %
Bus	13,02 6	30. 9%	11,97 1	28. 1%	10,85 1	27. 0%	11,76 6	26. 0%	11,73 2	26. 4%	12,08 0	27. 3%	13,22 8	28. 3%	119,45 4	27. 7%

Volunteer	1,196	2.8 %	1,070	2.5 %	1,012	2.5 %	1,209	2.7 %	1,296	2.9 %	1,030	2.3 %	1,052	2.3 %	11,720	2.7 %
<b>Ambi - Total Trips</b>		85.9%		86.8%		86.5%		86.8%		86.6%		87.0%		87.6%		86.9%
<b>Stretcher</b>	1,570		1,402		1,433		1,537		1,470		1,413		1,466		14,407	
<b>Stretcher - Total Trips</b>		3.2 %		2.9 %		3.1 %		2.9 %		2.9 %		2.8 %		2.7 %		2.9 %
<b>Wheelchair</b>	5,330		5,075		4,824		5,369		5,402		5,199		5,167		50,739	
<b>WC - Total Trips</b>		10.9%		10.3%		10.4%		10.3%		10.5%		10.2%		9.7%		10.2%
<b>TOTALS</b>	49,065		49,076		46,418		52,222		51,341		50,874		53,369		496,415	